



**HARERA**  
**GURUGRAM**

HARYANA REAL ESTATE REGULATORY AUTHORITY  
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण गुरुग्राम

**BEFORE Sh. RAJENDER KUMAR, ADJUDICATING OFFICER,  
HARYANA REAL ESTATE REGULATORY AUTHORITY GURUGRAM**

**Complaint no. : 588 of 2023**  
**Date of order : 03.02.2024**

Ms. Vandana Aggarwal  
R/O: C-254-A, Sushant Lok 1, Gurugram.

**Complainant**

**Versus**

1. Manglam Multiplex Pvt. Ltd.  
Address : LGF, F-22, Sushant Shopping  
Arcade, Sushant Lok 1, Gurugram.
2. M3M India Pvt. Ltd.  
Address : 6<sup>th</sup> Floor, North Block, M3M T-  
Point, Sector 65, Gurugram.

**Respondents**

**APPEARANCE:**

For Complainant:

Complainant in Person

For Respondents:

Ms. Bhavya Vijay Tangri Adv

(For Respondent no.1)

Mr. Yogesh Yadav Advocate

(For Respondent no.2)

*AO*



**ORDER**

1. This is a complaint filed by Ms. Vandana Aggarwal (allottee) under section 31 of The Real Estate (Regulation and Development) Act, 2016 (in brief The Act of 2016) read with Rule 29 of The Haryana Real Estate (Regulation and Development) Rules, 2017, against Manglam Multiplex Pvt. Ltd. & M3M India Pvt. Ltd. (promoters/ developers).
2. As per complainant, she booked a unit (No.TW-06-2601) in M3M Heights developed by respondents, under **Port Your Property Scheme** (TDI Espania Royale Floor was offered to port the property for two Units). On 31.01.2021, she(complainant) issued cheque for Rs. 11,00,000/- and made 30% payment i.e.Rs,33,68,670/- on 02.03.2021 as per payment terms, whereas, she(complainant) neither received BBA nor payment receipts within 30 days from the date of booking. Respondents violated section 11(5) of the Act of 2016, by forcing her (complainant) to complete 30% payment within 30 days from the booking date i.e. 31.01.2021, without execution of BBA.
3. She(complainant) was shocked on receipt of the documents on 29.04.2021, that PYP property name mentioned was of Manish Buildwell instead of TDI Espania Royale Floor which means respondent/channel partner fabricated someone else's property papers in favour of her(complainant) to trap her and grab the deal to earn handsome commission.

*KV*  
*AD*



4. She(complainant) filed a criminal complaint with court of ACJM (complaint number 661/2021) titled Vandana Aggarwal V/S Anubhav Munjal& Others which is now pending in the Court of Ms. Sanchita Singh JMIC at Gurugram.
5. On 28.05.2021, she(complainant) met Mr. Vidit Singh (respondent's employee) for refund of her deposited amount of Rs.45,00,000/- approx. but was refused by them (respondents) saying that company do not have refund policy and offered her(complainant) to move from PYP scheme to Non PYP scheme at a net price Rs 8500/- per square Plus GST and Possession charges which was agreed by her(complainant). On 29.07.2021, she(complainant) received amended BBA, where respondents unanimously changed payment plan.
6. She(complainant) filed the complaint with Hon'ble RERA on 03.09.2021 (complaint no. 3370 of 2021) for justice and reliefs as below.
  - Payment Plan should be reinstated as per original allotment letter.
  - Interest should be given to complainant on the amount in excess of 10% till the time of execution of BBA.
  - Interest should be given to complainant on the amount in excess of 30% till Occupation Certificate Application.
7. On 27.01.2022, Mr. Vidit and Mr. Robin Mangla called her (complainant) for amicable settlement and meeting which was held at their M3M Heights sample flat office but was not successful, and Mr. Robin Mangla threatened her to face dire consequences.



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8. On 31.01.2022, she(complainant) received a letter from respondents stating that unit number T-06/2601 has been cancelled and amount deposited by her(complainant) of Rs.45,00,000/- approx. has been forfeited as a threat and to harass her despite followings facts,
- 40% payment of the total consideration was already made to respondents.
  - Builder Buyer Agreement was not executed.
  - Complaint number RERA-GRG-3370/2021 dated 03.09.2021 was pending with Hon'ble Authority towards unanimously change in payment terms.
  - Criminal complaint number 661/2021 titled Vandana Aggarwal V/S Anubhav Munjal & Others which is now pending in the Court of Ms. Sanchita Singh JMIC at Gurugram.
9. On 03.02.2022, she(complainant) filed an application with Hon'ble Authority U/S 36(1) and 11(5) seeking stay on cancellation of unit, which was granted by Hon'ble RERA in favour of her(complainant). On 12.08.2022, Authority issued interim directions for execution of BBA within 30 days and BBA was executed on 22.08.2022 and collective final order was pronounced on 02.12.2022 on complaints no.3282 of 2021 and 3370 of 2021.
10. Respondents/promoters solicited her(complainant) to book in their project by misrepresentation and cancelation of unit and forfeited the amount deposited i.e. Rs 45 Lacs approx. is a threat therefore the Complainant is entitled for compensation for



physical, mental or even emotional sufferings which terms as insult, injury and loss financially.

11. Constrained in this manner, complainant has approached this forum, seeking following directions to respondent :

- i. Compensation of Rs. One crore from the respondents towards threatening complainant to bear consequences and respondents had attempted to forfeit the hard-earned money of Rs. 45, 00,000/- when the 40% of the total consideration was paid. BBA was not signed and matter was sub-judice before the Hon'ble Authority which is unlawful act and contempt of court.
- ii. Compensation of Rs. One Crore for physical, mental or even emotional sufferings which terms as insult, injury and loss financially.
- iii. Compensation for Legal Expenses of Rs 5 Lakhs by each respondent.
- iv. Any other relief which Hon'ble Adjudicating Office may deem fit may kindly be ordered in favour of complainant and against the respondents

Respondent contested the complaint by filling written reply. It is averred by the respondent :-

12. That complainant booked the said apartment under the PYP scheme after being fully satisfied by the status of the project and



booked two residential units which were being developed by the respondent no.1. Pursuant to the submission of the booking application form, the complainant committed to make timely payments for the said apartment at the agreed cost of Rs.1,48,95,564 /-.

13. The schedule of payment plan under PYP scheme was 10% Booking amount along with 20% within the first 30 days of booking of the said property thereafter 60% at the time of application of OC and the remaining 10% at the time of getting possession of the said property. Allotment letter dated 16.03.2021 and respondents send copy of BBA on 26.03.2021 to complainant for her signatures.
14. That pursuant to certain discussions between the parties and as a good-will gesture, respondent no.1 converted the said property allotment from PYP Scheme to the Non-PYP Scheme allotment. In accordance to the revised Non-PYP scheme the agreed cost of the said apartment was reduced to INR 1,12,54,422/- i.e. INR 8,500 per square ft. along with applicable charges and taxes.
15. The said payment plan was never disputed by the Complainant and vide email dated 31.05.2021 the settlement terms were acknowledged by the Complainant. On 19.06.2021, fresh allotment letter was once again issued to the complainant by respondent no.1 with respect to the said apartment for the revised cost of INR 1,12,54,422/- plus other charges. Changed payment plan was 50:50.



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16. Respondent vide demand letter dated 09.06.2021 requested complainant to make the payment of third demand due on or before 30<sup>th</sup> June 2021 as per the payment plan. Revised BBA was sent to the complainant for her signatures on 21.07.2021. Complainant failed to perform her contractual obligation and failed to make further payments as per the revised payment plan agreed between the parties under the Non-PYP scheme. A reminder letter dated 03.07.2021 was sent to complainant, to make further payments. Since the Complainant did not come forward to perform her obligation, respondent no.1 was constrained to issue a pre - cancellation notice dated 22.07.2021.
17. Instead of making further payments and signing the documents, she(complainant) chose to raise false and frivolous allegations regarding the payment plan under the Non-PYP scheme and approached the Haryana Real Estate Regulatory Authority Gurugram vide Complaint no. 3370 of 2021.
18. During the course of hearing on 03.08.2022 the complainant at bar agreed to make the payment as per the revised payment plan and execute the builder buyer agreement. Pursuant to the order dated 03.08.2022 passed by the Ld. Authority, the builder buyer agreement dated 22.08.2022 was executed between the complainant and respondent no. 1. and complainant out of her own sweet will agreed to BBA's terms and conditions and payment plan.
19. On 02.12.2022, the Ld. Authority dismissed the complaint No. 3370 of 2021 on merits and observed as mentioned below:



- a. *"During the course of hearing i.e. on 03.08.2022, both parties were directed to execute the buyer's agreement. The same was duly complied with and parties entered into an agreement on 22.08.2022. The payment plan so agreed upon the parties under the said agreement stipulates for payment of dues in the ratio of 50:40:10. Given the fact that the complainant herself has agreed to the revised payment plan, the present relief becomes redundant."*
- b. *"The complainant had deposited 40% of the sale consideration instead of 30% of the sale consideration which was to be deposited as an initial instalment towards payment of dues. The Complainant is seeking interest on the additional 10% deposited by her. However, since the revised payment plan stipulates for 50% of sale consideration as initial instalment and the complainant herself has agreed to it, hence no interest can be awarded to the complainant".*
20. That the present complaint under reply filed by the complainant is not maintainable being barred by the principle of res judicata as the alleged disputes raised by the complainant have already been adjudicated by the Hon'ble Haryana Real estate Regulatory Authority, Gurugram vide its detailed order dated 02.12.2022 wherein the earlier complaint filed by the Complainant on the same alleged cause of action has been dismissed. Complainant has suppressed material facts and has taken a contradictory stance and thus the same is liable to be dismissed.

*AD*





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21. Neither any complaint has been filed by the complainant against alleged threats nor the same was brought to the notice of the Ld. Regulatory authority despite the complaint being pending during such time. Complainant did not put any evidence with present complaint for alleged threats.
22. That this complaint is devoid of any merit and ought to be rejected with heavy costs.
23. I heard learned counsels representing both of the parties and went through record on file.
24. The averment of complainant that a Unit (No.TW-06-2601) was booked by the complainant **under "Port Your Property Scheme"**, the complainants paid Rs. 11,00,000/- on 31.01.2021 and Rs. 33,68,670/- on 02.03.2021 making a total of 30% of sale consideration, is not denied on behalf of the respondents. Similarly, the claim of the complainant that on 29.04.2021 she was shocked to know that the said unit belonged to Manish Buildwell instead of TDI Espania Royale Floor or that someone else's property was allotted to her (complainant), is not denied by the respondents. Section 13 of Act of 2016 bars the promoter from accepting a sum more than 10% of cost of apartment, plot or building, as the case may be, without first entering into a written agreement for sale. It does not remain in dispute that respondents did not execute the BBA till the Authority, on a complaint filed by present complainant



- passed an order directing respondents to execute BBA. The respondents thus violated the provision of law, reproduced above.
25. Section 18 (3) of the Act provides that if promoter fails to discharge any other obligation (other than mentioned in sub sections 1 and 2), he shall be liable to pay compensation to the allottees in the manner as provided under this Act.
26. So far as the plea of respondents that the complainant voluntarily opted to shift from PYP Scheme to Non PYP Scheme is concerned, I find weight in the contention of complainant alleging that same was forced to shift to Non PYP Scheme, when it was informed to her that said unit belonged to Manish Buildwell instead of TDI Espania Royal Floor.
27. Section 72 of the Act describes factors, which are to be taken into account by the Adjudicating officer, while adjudging quantum of compensation. Apparently by accepting about 30% of sale consideration before executing the BBA, the promoter i.e. respondents got unfair gains, on the money paid by the allottee i.e. complainant, consequently causing loss to the allottee. However, the complainant has claimed a sum of Rs. 1.00 crore for threatening her to bear the consequences, Rs. 1.00 crore for physical, mental and emotional sufferings, the complainant did not disclose as how she is entitled for such an amount. When the respondents are found to have violated the provision of the Act as described above, same are

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AD



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liable to pay compensation. Keeping in view the facts of the case, in my opinion, Rs. 2.00 lacs is an appropriate amount to compensate the complainant in this regard. Same is, thus, allowed, to be paid by the respondents.

28. Apparently, when the allottee was made to pay 30% amount in contravention of provision of the Act and unit which the respondents had no right/title to allot, was allotted to the complainant, the latter suffered mental and emotional pains. Rs. 1.00 crore of compensation, as sought by the complainant appears to be very excessive. Same is allowed Rs. 1.00 lac for mental and emotional sufferings. Again, the complainant has sought Rs 5.00 lacs as legal expenses. It is pointed out that complainant herself is an Advocate, no other counsel was engaged by her, she is allowed a sum of Rs. 50,000/- as cost of litigation.

29. Complaint is thus allowed. Respondents are directed to pay amount of compensation mentioned above within 90 days, otherwise same will be liable to pay the amount along with interest at the rate of 10.15% per annum the till date of realization.

Announced in open Court

File be consigned to record room.

(Rajender Kumar)

Adjudicating Officer, Haryana Real  
Estate Regulatory Authority,

Gurugram.03.02.2025