



HARERA
GURUGRAM

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

Complaint No. 437 of 2024 and 1 other

Date of order: 06.08.2025

Name of the Promoter		JMS Infrabuild Pvt. Ltd. JMS Buildtech Pvt. Ltd.	
Project Name		JMS Mega City	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/437/2024	Payal Gupta V/s JMS Infrabuild Pvt. Ltd. and JMS Buildtech Pvt. Ltd.	Gaurav Rawat (Complainant) Ravinder Singh Kinha (Respondent No.1) None for Respondent No.2
2.	CR/439/2024	Prachi Goyal V/s JMS Infrabuild Pvt. Ltd. and JMS Buildtech Pvt. Ltd.	Gaurav Rawat (Complainant) Ravinder Singh Kinha (Respondent No.1) None for Respondent No.2

CORAM:

Ashok Sangwan

Member

ORDER

1. This order shall dispose off both the complaints titled above filed before this authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project,

✓

namely, JMS Mega City, Sector 5, Sohna, Gurugram, Haryana being developed by the respondents/promoter i.e., JMS Infrabuild Pvt. Ltd. and JMS Buildtech Pvt. Ltd. The terms and conditions of the application form, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to handover possession of the units in question, seeking award possession.

3. The details of the complaints, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	"JMS Mega City", Sector 5, Sohna, Gurugram, Haryana.
Project area	15.06 acres
Nature of the project	DDJAY plotted colony
DTCP license no. and other details	81 of 2023 dated 17.04.2023 Valid up to- 16.04.2028 Licensee- JMS Infrabuild Pvt. Ltd
RERA Registered/ not registered	64 of 2023 dated 23.05.2023 Valid up to 16.04.2028
Completion certificate	Not yet obtained
Possession Clause	Not provided



S. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size	BBA	Due date of possession	Total sale consideration and Total amount paid by the complainant	Relief Sought
1.	CR/437/2024 Payal Gupta V/s JMS Infrabuild Pvt. Ltd. and JMS Buildtech Pvt. Ltd. DOF: 06.02.2024 RR: 08.05.2024	Not allotted	Not executed	Cannot be ascertained	TC: Cannot be ascertained AP: Rs.10,00,000/- (as admitted by the respondent no.1 at pg. 3 of reply)	Possession
2.	CR/439/2024 Prachi Goyal V/s JMS Infrabuild Pvt. Ltd. and JMS Buildtech Pvt. Ltd. DOF: 06.02.2024 RR: 08.05.2024	Not allotted	Not executed	Cannot be ascertained	TC: Cannot be ascertained AP: Rs.10,00,000/- (as admitted by the respondent no.1 at pg. 3 of reply)	Possession

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
RR	Reply received by the respondent
TC	Total consideration
AP	Amount paid by the allottee/s

4. The facts of all the complaints filed by the complainant/allottee are similar. Out of the above-mentioned case, the particulars of lead case **CR/437/2024 titled as Payal Gupta V/s JMS Infrabuild Pvt. Ltd. & Ors.** are being taken into consideration for determining the rights of the allottee(s).

A. Project and unit related details

5. The particulars of the project, the details of 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:



CR/437/2024 titled as Payal Gupta V/s JMS Infrabuild Pvt. Ltd. & Ors.

S. No.	Particulars	Details
1.	Name and location of the project	"JMS Mega City", Sector 5, Sohna, Gurugram
2.	Project area	DDJAY plotted colony
3.	Nature of the project	15.06 acres
4.	DTCP license no. and validity status	81 of 2023 dated 17.04.2023
5.	Name of licensee	JMS Infrabuild Private Limited
6.	RERA Registered/ not registered	64 of 2023 dated 23.05.2023 Valid up to 16.04.2028
7.	Unit no.	Not allotted
8.	Unit area admeasuring	Not provided
9.	Allotment letter	Not provided
10.	Date of execution of buyer's agreement	Not executed
11.	Possession clause	Not provided
12.	Due date of possession	Cannot be ascertained
13.	Total sale consideration	Cannot be ascertained
14.	Amount paid by the complainant as admitted by the respondent at pg. 3 of reply	Rs.10,00,000/-
15.	Completion certificate	Not obtained
16.	Offer of possession	Not offered

B. Facts of the complaint

6. The complainant has made the following submissions in the complaint: -



- I. That in 2014, the respondent issued an advertisement announcing an affordable residential plotted colony under DDJAY named "Mega City" at Sector-5, Sohna, Gurugram and thereby invited applications from prospective buyers for the purchase of unit in the said project.
- II. That the complainant booked a unit in the said project by paying a booking amount towards the booking of the said unit/plot bearing no. 247, in Sector - 5, Sohna having super area measuring 133.09 sq. yards. to the respondent dated 08.07.2022 and the same was acknowledged by the respondent.
- III. That the respondent confirming the booking of the unit dated 08.07.2022, allotting a unit/plot no. 247 in the aforesaid project of the developer for a total sale consideration of the unit Rs.58,55,960/-, which includes basic price Plus EDC and IDC, Car parking charges, PLC, IFMS and other specifications of the allotted unit and providing the time frame within which the next instalment was to be paid.
- IV. That after repeated reminders and follow ups with the respondent, it finally after delay of almost 1 year demanded for a sum of Rs.5,00,000/- and assured to send terms and conditions, allotment letter and builder buyer agreement for the said unit. It is pertinent to note here that the complainant in good faith paid the same but till date respondent failed to provide terms and conditions, allotment letter and builder buyer agreement for the said unit.
- V. That as per the demands raised by the respondent, based on the payment plan, the complainant to buy the captioned unit already paid a total sum of Rs.15,00,000/-, towards the said unit.



VI. That despite the after repeated request, emails and reminders respondent failed to get the buyers agreement executed with the complainant.

VII. That the complainant kept pursuing the matter with the representatives of the respondent by visiting their office regularly as well as raising the matter to when will they get the agreement executed and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given. Hence, the present complaint.

C. Relief sought by the complainant: -

7. The complainant has sought following relief(s):

I. Direct the respondent to handover possession of the plot to the complainant.

8. On the date of hearing, the authority explained to the respondents/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent no.1

9. The respondent no.1 has contested the complaint on the following grounds:

i. That the present complaint is liable to be dismissed as neither the complainant is allottee of the respondent nor the respondent, which is a separate and distinct legal entity, has received any amount from the complainant, as alleged in the complaint.

ii. That the complainant to invest an amount for the sole purpose of profit earning, showed her interest in the projects of JMS Buildtech Pvt. Ltd. and as a security, deposited an amount of Rs.10,00,000/- through cheque bearing no. 000001 drawn on HDFC Bank to hold a unit and the same was encashed on 08.07.2022 in the accounts of JMS Buildtech Pvt. Ltd. However, as the complainant never turned up to complete the allotment

formalities and never submitted the application form for booking because he was not getting the instant financial gain from it, the expression of interest of the complainant with JMS Buildtech Pvt. Ltd. was cancelled and said JMS Buildtech Pvt. Ltd., a separate and distinct legal entity from the respondent, never denied refunding the advance deposit made as security.

- iii. That in year 2023, a cheque bearing No. 016875 dated 15.07.2023 for a sum of Rs.5,00,000/- drawn on HDFC Bank issued by Mr. Anurag Aggarwal through broker was handed over to the respondent JMS Infra Build Pvt. Ltd. who is developing a project named as "Mega City, situated at Sector 5, Sohna. However, the said cheque when presented by the respondent for encashment with its banker, was returned unpaid for reasons "Non CTS cheque".
 - iv. Further the version of the complainant that there is violation of provisions of RERA particularly alleged to be Sec. 13 is belied any truth and same stands proved from the brochure annexed by the complainant itself as Annexure C-2. It is submitted that the brochure itself mentions the registration number as "HARERA No. 64 OF 2023 dated 23.05.2023" however cheque is dated 22.07.2023 meaning thereby the said cheque was deposited after getting RERA registration and which was eventually returned and not encashed. Hence there is no violation of RERA provisions, as alleged. The complaint as such is neither maintainable nor tenable under the law and is liable to be dismissed with heavy and special costs in favour of the respondent.
10. 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.

11. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

12. 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

13. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

14. 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.

15. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Findings on objections raised by the respondent no.1

F.I Objection regarding maintainability of complaint against respondent no.1.

16. The respondent no.1 has submitted that the present complaint is liable to be dismissed as neither the complainant is allottee of the respondent nor the respondent, which is a separate and distinct legal entity, has received any amount from the complainant, as alleged in the complaint. Further, the complainant to invest an amount for the sole purpose of profit earning, showed her interest in the projects of JMS Buildtech Pvt. Ltd. and as a security, deposited an amount of Rs.10,00,000/- through cheque bearing no. 000001 drawn on HDFC Bank to hold a unit and the same was encashed on 08.07.2022 in the accounts of JMS Buildtech Pvt. Ltd. However, as the complainant never turned up to complete the allotment formalities and never submitted the application form for booking, the expression of interest of the complainant with JMS Buildtech Pvt. Ltd. was cancelled and said JMS Buildtech Pvt. Ltd., is a separate and distinct legal entity from the respondent, never denied refunding the advance deposit made as security. The complainant has submitted that JMS Buildtech Pvt. Ltd. is the sister company of respondent no.1 and have same corporate office and common directors. Furthermore, at the time of booking, the respondent no.1 very smartly took payments in the name of JMS Buildtech Pvt. Ltd. stating the reason of some technical issue in the bank account of the respondent company. After considering the above, the Authority is of considered view

that the respondent no.1 cannot escape from its responsibilities and obligations to the allottee being licensee of the project in question and is covered under the definition of promoter within the meaning of Section 2(zk) of the Act, 2016. Further, the registration for project in question has also been applied in the name of respondent no.1. In view of the above, the said objection of the respondent no.1 is declined.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to handover possession of plot to the complainant.

17. The complainant has submitted that she has booked a plot in the project of the respondent named "Mega City" at Sector-5, Sohna, Gurugram by paying a booking amount of Rs.10,00,000/- to the respondent on 08.07.2022 and the same was acknowledged by the respondent. Further, after repeated reminders and follow ups with the respondent, it finally after delay of almost 1 year demanded for a sum of Rs.5,00,000/- and assured to send terms and conditions, allotment letter and builder buyer agreement for the said unit. It is pertinent to note here that the complainant in good faith paid the same, but till date, the respondent failed to provide terms and conditions, allotment letter and builder buyer agreement for the said unit. The respondent no.1 has submitted that the complainant to invest an amount for the sole purpose of profit earning, showed her interest in the projects of JMS Buildtech Pvt. Ltd. and as a security, deposited an amount of Rs.10,00,000/- through cheque bearing no. 000001 drawn on HDFC Bank to hold a unit and the same was encashed on 08.07.2022 in the accounts of JMS Buildtech Pvt. Ltd. However, as the complainant never turned up to complete the allotment formalities and never submitted the application form for booking because she was not getting the instant financial gain from it, the expression of interest of the complainant with



JMS Buildtech Pvt. Ltd. was cancelled and the respondent, never denied refunding the advance deposit made as security. Further, in year 2023, a cheque bearing No. 016875 dated 15.07.2023 for a sum of Rs.5,00,000/- drawn on HDFC Bank issued by Mr. Anurag Aggarwal through broker was handed over to the respondent JMS Infra Build Pvt. Ltd. who is developing a project named as "Mega City, situated at Sector 5, Sohna. However, the said cheque when presented by the respondent for encashment with its banker, was returned unpaid for reasons "Non CTS cheque".

18. After considering the documents available on record as well as submissions made by the parties, the Authority is of considered view that the complainant is at fault and the respondent has rightly cancelled the booking on failure of the complainant to come forward to complete the booking formalities and finalization of the allotment. As per record, the complainant has paid a sum of Rs.10,00,000/- towards booking and is unable to show any proof of payment other than Rs.10,00,000/- which has been made to the respondents. However, post cancellation of the booking, the respondents have failed to refund of the amount paid by the complainant towards the booking. The Authority observes that since no unit/plot was allotted to the complainant thus, post cancellation of the booking, as such there is hardly any actual damage caused to respondents. Further, the respondent no.1 vide its reply has submitted that the respondent never denied refunding the advance amount deposited by the complainant. In view of the above, the respondents shall refund the booking amount paid by the complainant i.e., Rs.10,00,000/-, within a period of 90 days.



HARERA
GURUGRAM

Complaint No. 437 of 2024 and 1 other

19. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
20. The complaints stand disposed of.
21. Files be consigned to registry.

Ashok Sangwan
(Member)

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 06.08.2025

