

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

Complaint no. : 39 of 2023
Date of filing: 20.01.2023
Date of decision : 15.07.2025

1. Mr. Virender Singh Boras.
 2. Mrs. Meena Singh
- Address:** A-16, 2nd Floor, Ashoka Enclave, Part-2,
Sector-37, Faridabad.

Complainants

Versus

M/s M three M Private Limited

Regd. office: 6th Floor, M3M Tea Point, Sector-65,
Gurugram-1220101.

M/s Prompt Engineering Pvt. Ltd.

Regd. Office: Cabin-1, LGF, F-22, Sushant
Shopping Arcade, Sushant Lok, Phase-1,
Gurugram.

M/s PYP Trust

Regd. Office: Unit no. SB/C/6L/Office/017, M3M
Urbana, Sector-67, Gurugram.

Respondents

CORAM:

Shri Arun Kumar
Shri Ashok Sangwan

**Chairperson
Member**

APPEARANCE:

Sh. Ravinder Singh Kinha
Ms. Shriya Takkar

**Counsel for Complainants
Counsel for Respondents**

ORDER

1. The present complaint has been filed by the complainants/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
	Name of the project	M3M skywalk, Sector-74, Gurugram.
1.	Unit No. allotted in "lotus arena" project at Noida	1701, 17 th floor, Tower-7
2.	Area admeasuring	1995 sq. ft.
3.	Buyer's agreement between complainant and M/s Arena Superstructure Pvt. Ltd.	21.04.2015 (As alleged by parties)
4.	Provisional booking letter in project of M3M India	Undated
5.	Unit no. allotted in M3M Skywalk	NA

6.	BBA for M3M project	Not executed
7.	Total sale consideration for M3M project	Rs. 1,72,53,900/- (page no. 18 of complaint)
8.	Amount paid by complainant	Rs. 26,00,000/- in M3M property (Page no. 20-21 of complaint) Rs. 46,32,837/- in Noida property
9.	Agreement to sell between the complainant and the PYP (port your property) Trust	02.05.2022 (As per page no. 23 of complaint)
10.	Assignment Agreement	02.05.2022 (page no. 31 of complaint)
11.	Surrender letter for rights in Noida property cum release agreement	02.05.2022 (Page no. 40 of complaint)
12.	Email for OC by respondent	11.11.2022 (page no. 58 of complaint)
13.	Email by respondent for cancellation of unit	13.11.2022 (Page no. 61 of complaint)
Cancellation email- <i>"You did not come forward to complete the formalities, expression of interest stands terminated"</i> .		
14.	Amount refunded by respondent vide RTGS	Rs. 26,00,000/- on 17.11.2023 (as per additional document filed on record)

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:
 - a. That the respondent no. 1 is a company working in the field of construction and development of various residential as well as commercial projects across the country.
 - b. That the respondent no. 2 is a trust created under the Indian Trust Act, 1882 under the control and management of respondent No. 1.
 - c. That respondent no. 3 is the developer/license holder of commercial project namely M3M Skywalk being developed at Sector 74, Gurugram (hereinafter referred to as Project) in terms of License No. 121/2008 granted by Department of Town & Country Planning, Haryana and the respondent no. 1 is the promoter of the aforesaid project.
 - d. That however the possession of the above referred Noida Property was delayed as proceedings against M/s Arena Superstructure Pvt. Ltd. were initiated under the Insolvency and Bankruptcy Code, 2016.
 - e. That respondent no. 1 in consultation and agreement with M/s Port Your Property India Ltd. and respondent no. 2 & 3, launched M3M PYP (Port Your Property) Scheme with a lucrative offer of porting of stuck property into some other property, promoted by respondent no. 1. The respondent no. 1 & 2 through the PYP scheme asked customers/allottees of stalled projects to transfer their property in the name of respondent no. 2 and purchase a property promoted by respondent no. 1 with a condition of minimum investment of 2.5 times of the paid amount of the stalled unit. It is needless to mention here that respondent no. 1 & 2 hotly advertised the above said scheme through electronic media, print media and also through sales officials.
 - f. That the complainants also came across sales officials of respondent no. 1 who informed about the above scheme and asked complainants to get their

Noida Property ported to Property at Gurugram under the PYP Scheme launched by respondent no. 1. The sales officials told the complainants that after initial assessment of the value of the property to be ported, the transfer documents of the said property shall be required to be executed in favour of respondent no. 2 at the time of execution of buyer's agreement of the new property to be purchased from respondent no. 1.

- g. That on the persuasion, lucrative offers and allurements of the sales officials of respondent no. 1, complainants agreed to port their Noida Property to a Property at Gurugram at Project M3M Skywalk, Sector 74, Gurugram, to be developed by respondent no. 3 and promoted by respondent no. 1.
- h. That after verifying the documents of the Noida Property allotted to the complainants by M/s Arena Superstructure Pvt. Ltd., the officials of respondent no. 1 & 2 assessed the value of Noida Property at Rs. 51,00,000/-.
- i. That though the value of the Noida Property assessed by respondent no. 1 & 2 was much less in expectations to that of the complainants, yet complainants agreed on the said value considering the fact that development of Noida Property has been put on halt due to ongoing litigations.
- j. That the respondent no. 1 after finalizing the terms and conditions of allotment issued a letter dated Nil thereby accepting complainants application/request for booking of unit having super area of 2018 sq. ft. for a total Sale Consideration of Rs. 1,72,53,900/-. It was also agreed that the value of the ported property i.e. Rs. 51,00,000/- shall be adjusted at the time of execution of the buyer's agreement with respect to newly allotted property.

- k. That complainants in terms of the demand made by the respondent no. 1, also deposited a sum of Rs. 5,00,000/- through Cheque No. 093926 dated 28.12.2020, Rs. 6,00,000/- through Cheque No. 000147 dated 29.12.2020, Rs. 15,00,000/- through Cheque No. 315743 dated 05.03.2021 i.e. the complainants in total deposited Rs. 26,00,000/- against proper receipts. The above said payment constitutes more than 10% of the total sale consideration.
- l. That later on the respondent no. 1 allotted unit no. TW-01-0904, M3M Skywalk, Sector-74, Gurugram, being developed under License granted to respondent no. 3 and promoted by the respondent no. 1.
- m. That however neither any formal allotment letter was issued nor buyer agreement with respect to allotted property, was executed by the respondent no. 1 despite repeated request and reminders of the complainants stating that the RERA Registration of the Project M3M Skywalk is yet to be received from Haryana Real Estate Regulatory Authority at Gurugram.
- n. That the complainants kept waiting for any correspondence from the respondents regarding receipt of RERA Registration of the Project M3M Skywalk, but the officials neither informed about the fate of RERA registration of the project nor made any correspondence regarding execution of buyer's agreement with respect to unit no. TW-01-0904, M3M Skywalk, Sector-74, Gurugram.
- o. That all of the sudden, respondent no. 2 issued a letter dated 05.05.2022 requiring complainants to sign the documents attached with the said letter. The documents attached with the said letter were pertaining to the Noida Property which as per the previous conversation, was to be executed only

at the time of execution of the buyer's agreement with respect to unit no. TW-01-0904, M3M Skywalk, Sector-74, Gurugram.

- p. That the complainants thereafter meet the officials of respondent no. 2 stating that the documents were to be signed and delivered alongwith original documents of Noida Property at the time of execution of the buyer's agreement with respect to Unit No. TW-01-0904, M3M Skywalk, Sector-74, Gurugram, to which the official said that the letter alongwith documents have been sent in routine and that as the execution of buyer's agreement is taking time to non-receipt of RERA registration certificate from the competent authority, there is no need to execute the said document till the buyer's agreement is delivered to complainants and only thereafter said documents are to signed and delivered alongwith the Original Documents of the ported property.
- q. That on 11.11.2022 at 2.04 PM, complainants received an email from the office of respondents mentioning therein that the occupation certificate with respect to project M3M Skywalk has been received and that complainants should visit the office of respondent no. 1 and complete the allotment formalities by 17.11.2022. Though complainants were surprised about the information of 'Receipt of OC' as earlier it was informed that the RERA Registration Certificate is yet to be received, yet complainants planned to visit the office of the respondent no. 1 on 12.11.2022 to complete the formalities of allotment of Unit No. TW-01-0904, M3M Skywalk, Sector-74, Gurugram.
- r. That on 12.11.2022, complainant visited the office of respondent no. 1 and met Mr. Meraj, Manager, CRM for completing the formalities of allotment. Surprisingly, Mr. Meraj refused to accept the documents sent on behalf of respondent no. 2 and complete the formalities of allotment stating that

allotment of Unit No. TW-01-0904, M3M Skywalk, Sector-74, Gurugram, in favour of complainants has already been cancelled. The complainants were shocked and felt humiliated and harassed as neither any Buyer Agreement has been executed despite receipt of Rs. 26,00,000/- by respondent no. 1 nor information regarding cancellation/termination has been sent to complainants by the respondents.

- s. That when Mr. Meraj failed to accede to the legal and justifiable demand of complainants of accepting the documents sent on behalf of the respondent no. 2 and complete the formalities, Complainant no. 1 sent an email dated 12.11.2022 at 12.09 PM thereby requesting the CRM Department of respondent no. 1 to look into the matter and complete the formalities of allotment, at the earliest.
- t. That the complainants on 13.11.2022 again received an email at 10.55 PM from Mr. Meraj, Manager, CRM of respondent no. 1, mentioning therein a complete false & concocted fact that as complainants did not come forward to complete the formalities, as such expression of interest submitted by complainants was terminated. It is needless to mention here that the said fact is belies of any truth as neither any communication has been received from respondents prior to 11.11.2022 regarding completion of formalities nor any letter of termination was ever issued or received by the complainants. The above fact conclusively proves the ill-intention of respondents in arbitrarily terminating the expression of interest even after receipt of more than 10% of the tentative value of Unit No. TW-01-0904, M3M Skywalk, Sector-74, Gurugram.
- u. That the cancellation/termination of allotment, is also not legally valid and is bad in the eyes of law as through email dated 11.11.2022 issued by the respondent no. 1, complainants were advised to complete the formalities by

17.11.2022 and the said time was not expired when complainants approached and meet the officials of respondents. The abovesaid acts proves the malafide intention of respondents behind the alleged cancellation/termination of the allotment.

- v. That the complainant no. 1 to resolve the issue amicably also wrote an email on 14.11.2022 mentioning therein that the cut-off date to complete the formalities was 17.11.2022 and prior to that he had approached the officials yet the officials failed to accept the documents and complete the formalities. However the officials of respondent no. 1 failed to either reply to the said email or to accept the documents and complete the legal formalities.
- w. That the complainants showing their interest in completing the formalities of allotment, also dispatched the copies of duly executed documents though the same were required to be handed over only at the time of execution of buyer agreement of unit no. TW-01-0904, M3M Skywalk, Sector-74, Gurugram.
- x. That from the above, it is crystal clear that the respondents have malafidely, dishonestly and fraudulently cancelled the allotment of Unit No. TW-01-0904, M3M Skywalk, Sector-74, Gurugram without any notice or information to complainants and that too after receipt of more than 10% of the total sale consideration of the Unit allotted to complainants and same needs to be set aside/quashed by the Authority.
- y. That the complainants had faced all these financial burdens and hardship from their limited income resources, only because of the respondent's representation regarding porting of property into a new property. However, the respondents have failed in their promises and commitments, which had made the complainants to suffer grave, severe and immense mental and financial harassment with no-fault on their part. The

complainants through their counsel got issued a Legal Notice dated 18.11.2022 and the same was duly served upon the respondents. The Legal Notice also served upon the email of the respondent no. 1.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).
 - a. Direct the respondent no.1 to restore the allotment of unit No. TW-01-0904, M3M Skywalk, Sector-74, Gurugram, in favour of the complainants, after setting aside the alleged termination /cancellation of allotment/expression of interest.
 - b. Award cost of litigation, as deemed fit by this Hon'ble Authority.
 - c. After allowing the present complaint, the complaint may kindly be forwarded to the Adjudicating Authority for assessing the compensation for the financial and mental loss caused to the complainants due to the illegal act of the respondents.

D. Reply by the respondent nos 1,2 and 3.

5. The respondents have contested the complaint on the following grounds.
 - a. That the present complaint has been filed with malafide intentions to cover up his own breaches and defaults. It is submitted that pursuant to the scheme floated by Answering respondent, the complainants vide expression of interest dated 25.03.2021 had expressed his intention to sell apartment no. 1701, 17th Floor, Tower -7 in Project Lotus Arena being developed in Sector 9 Noida by Arena Superstructure Pvt. Ltd. to the answering respondent. Accordingly, the complainants approached answering respondent for sale of the unit in the project Arena Superstructure Pvt. Ltd. and in turn had it was agreed that the complainant would be entitled to certain benefits. The sale was subject to terms and conditions as stated in agreement to sell to be executed by complainants

and answering respondent. It is submitted that the cover letter dated 05.05.2022 was sent by answering respondent in accordance with the understanding between the parties. It is submitted that the complainants herein neither returned the duly executed Agreement to Sell nor deposited the original documents relating to Noida Property with answering respondent to enable it to proceed with the transaction of porting the property. Therefore, it was absolutely clear that the complainant never wanted to proceed with the same. Further, the answering respondent is not bound to accept the documents submitted at a belated stage. Even at that point of time the documents were not complete in as much still the complainant failed to deposit the original documents relating to Noida Property. It is submitted that respondent No.1 and 3 have no role to play in the said transaction. It is submitted that the complainants herein are trying to create confusion. It is stated that the two events are distinct and separate.

- b. That the present complaint has been filed with malafide intentions to wriggle out of contractual obligations as there is no cause of action for the relief sought has been made out in the present complaint. It is submitted that the complainant, after making independent enquiries and only after being fully satisfied about the projects of respondent No.1, approached the respondent no.1 and submitted an Expression of Interest (EOI) for booking/allotment of the unit in one of the projects of the respondent . The complainant also tendered a sum of Rs.11,00,00/- (Rs.6,00,000/- paid on 29.12.2020 and 5,00,000 paid on 28.12.2020) towards the confirmation of EOI. It is submitted that the complainants had signed and submitted the EOI after duly understanding all the clauses stipulated under the EOI.
- c. That thereafter the complainants showed interest in booking of a unit in 'M3M Skywalk', Sector 74, a project being developed by Associate Company

M/s. Prompt Engineering Pvt. Ltd. Pursuant to the said request and discussion between the parties, the respondent no.1 issued acknowledgment letter. That vide the said letter the complainant was informed that the allotment of unit is subject to final selection of the unit as per availability, confirmation of booking, completion of all booking formalities and execution of all requisite documents at the complainants end so as facilitate the allotment of the unit and transfer of funds in the project of Associate Company being respondent no.3 herein. The complainants were also informed through the letter that in the event, the booking formalities are not completed by the complainants or the unit was selected by them or requisite documents are not executed, the respondent at its sole discretion reserves its right to cancel the EOI.

- d. That since the complainants did not come forward to select the unit and complete the booking formalities, the respondent cancelled the expression of interest and the complainants were duly informed about the same. From the facts stated hereinabove, it is absolutely clear that the complainants were not coming forward to select the unit and complete the booking formalities and the same were pending on the complainant's end from February, 2021, consequently, the expression of interest was cancelled by the respondent. The complainants were duly informed about the cancellation of the expression of interest. It is submitted that vide email dated 13.11.2022 the complainants were again informed that as discussed earlier since the complainant did not come forward to complete the formalities, therefore the expression of interest stood terminated. Thereafter, the complainants were yet again informed about the cancellation of expression of interest vide email dated 13.11.2022.

- e. It is submitted that the respondents cannot be held liable for the wilful default of the complainants. It is pertinent to mention herein that the complainant was well aware about the fact that in the event of failure on their part to execute the documents or comply with the terms and conditions of EOI and acknowledgment letter, the respondent was constrained to terminate the EOI. The complainants were very well aware of the fact that the EOI was terminated. The said fact was yet again brought to the notice of the complainants vide email dated 13.11.2022.
- f. That as far as unit bearing no. MS TW-01/0904 is concerned the same was allotted to one Rajesh Mohan Agarwal vide allotment letter dated 15.02.2023.
6. All other averments made in the complaints were denied in toto.
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 these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

8. The authority has complete territorial and 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 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.

11. 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 the complainants.

F.I. Direct the respondent no.1 to restore the allotment of unit No. TW-01-0904, M3M Skywalk, Sector-74, Gurugram, in favour of the complainants, after setting aside the alleged termination /cancellation of allotment/expression of interest.

F.II Award cost of litigation, as deemed fit by this Hon'ble Authority.

F.III After allowing the present complaint, the complaint may kindly be forwarded to the Adjudicating Authority for assessing the compensation for the financial and mental loss caused to the complainants due to the illegal act of the respondents.

12. The above mentioned reliefs no. F.I, F.II and F.III as sought by the complainant is being taken together and these reliefs are interconnected
13. The complainants state that they were allottees of a stalled Noida property and, upon persuasion by the respondent no. 1, agreed to shift their investment under the "Port Your Property" scheme to a new unit in the M3M Skywalk project at Gurugram. The value of the Noida property was assessed at Rs.51,00,000/- and the complainants deposited an additional Rs 26,00,000/- towards the new unit. Despite multiple assurances, no buyer agreement or formal allotment letter was issued. On 11.11.2022, the complainants were informed that the project had received its occupation certificate and were asked to complete formalities by 17.11.2022. However, when they approached the office on 12.11.2022, they were informed that their allotment had been cancelled without prior notice. Emails and follow-ups by the complainants were ignored, and their documents were not accepted.
14. On the contrary, the respondents state that despite expressing interest in porting their Noida property under the respondent's scheme and submitting an Expression of Interest (EOI), the complainants failed to execute the necessary agreement to sell and did not submit original documents required to complete the transaction. As a result, the respondents, after multiple reminders, lawfully cancelled the EOI and informed the complainants, including via email dated 13.11.2022. The complainants were fully aware that failure to complete formalities would result in termination. It is important to note that the amount of Rs. 26,00,00/- paid by the complainant in the project M3M skywalk, Sector-74, Gurugram has been refunded to the complainants on 17.11.2023 by RTGS. Furthermore, the unit in question TW-01-0904 has since been allotted to

another buyer on 15.02.2023, and any claims raised now are unjustified and baseless.

15. After considering facts and circumstances, the Authority is of view that the complainants, despite being aware of the terms and conditions under the "Port Your Property" scheme and submitting an Expression of Interest, failed to fulfill the necessary contractual obligations, including execution of the agreement to sell and submission of original documents pertaining to the Noida property. The respondents, on the other hand, acted within their contractual rights in issuing reminders, sending the cover letter dated 05.05.2022, and ultimately cancelling the EOI upon non-compliance by the complainants. The Authority further notes that more than sufficient time was afforded to the complainants to complete the booking formalities, which they failed to do. The project unit in question has already been allotted to a third party, and no binding buyer agreement was ever executed between the complainants and the respondents. Therefore, in view of the facts, the present complaint is liable to be dismissed being devoid of merits.
16. Complaint stands disposed of.
17. File be consigned to registry.


(Ashok Sangwan)
Member
(Arun Kumar)
Chairperson

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 15.07.2025