

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

Complaint no. :	2385 of 2024
Date of filing of complaint:	29.05.2024
Date of Order :	27.11.2025

Vinnu Kalra
R/o: E-2271, 2nd Floor, Palam Vihar,
Gurugram -122017

Complainant

Versus

1. Loon Land Development Limited
Regd. office: 1221-A, Devika Tower, 12th Floor, 6,
Nehru Place, New Delhi-110019
2. Investor Clinic Infratech Pvt. Ltd.
Regd. office: 21st Floor, Astrails Supernova,
Sector-94, Noida-201301

Respondents

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Ayush Tyagi (Advocate)

Complainant

Ms. Shriya Takkar & Ms. Meenal Khanna
(Advocates)

Respondent no. 1

Ms. Mahima Dang (Advocate)

Respondent no. 2

ORDER

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 29 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 provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.



A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name of the project	"M3M Antalya Hills Phase II, Sector- 79 & 79 B, Gurugram.
2.	Project area	45.1625 acres
3.	Nature of the project	Independent Residential floors
4.	DTCP license no. and validity status	195 of 2022 dated 29.11.2022 valid till 28.11.2027
5.	Name of licensee	Loon Land Development Limited and others
6.	RERA Registered/ not registered	Registered vide no. 06 of 2023 dated 12.01.2023 valid up to 30.06.2026
7.	Unit no.	AHII/P-38, Plot no. J-1, 4 th Floor, Tower/Block-Palm (As per page no. 42 of the complaint)
8.	Area admeasuring	782.21 sq. ft. (Carpet area) and 1387 sq. ft. (Super Area) (As per page no. 42 of the complaint)
9.	Allotment letter	08.02.2023 (As per page no. 18 of the complaint)
10.	Date of execution of agreement for sale	02.05.2023 (As per page no. 39 of the complaint)
11.	Possession clause	7. POSSESSION OF THE INDEPENDENT FLOOR RESIDENCE 7.1 Schedule for possession of the said Independent Floor Residence: - The Developer agrees and understands that timely delivery of possession of the Independent Floor Residence along with undivided demarcated proportionate right to use terrace and basement area along with right to use car parking (if applicable) to the allottee(s) along with undivided proportionate share/interest in the land underneath the subject plot and the Common Areas to the Association of Allottee or the competent Authority,

		<i>as the case may be, as provided under the Act and Rules 2(1)(f) of the Rules, 2017, is the essence of the Agreement.</i> (As per page no. 55 of the complaint)
12.	Due date of possession	30.06.2026 [As mentioned in the RERA registration]
13.	Payment Plan	Construction linked plan
14.	Total sale consideration	Rs.1,61,04,349/- (As per payment plan on page no. 85 of the complaint)
15.	Amount paid by the complainant	Rs.8,03,906/- (As per receipt information on page no. 26-28 of the complaint)
16.	Occupation certificate /Completion certificate	Not obtained
17.	Offer of possession	Not offered
18.	Cancellation letter	20.04.2024 (As per page no. 91 of the complaint)
19.	Refund of the amount paid by the complainant through NEFT	04.05.2024 (As per page no. 100 of the complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions in the complaint:
 - I. That respondent no. 1 M/s Loon Land Development Ltd. approached the complainant through respondent no. 2, who is their real estate agent, offering her an apartment in M3M Antalya Hills in Gurugram which they assured her and claimed to be a new residential masterpiece. Believing in the credentials as portrayed by the respondents, the complainant agreed to purchase an apartment in the said residential project namely "M3M Antalya Hills Phase-II".
 - II. That the respondent no. 1 proposed to sell the suit property under subvention scheme. The name of the banker to give the loan for the unit under the subvention scheme was agreed between the parties to be given/ proposed by the respondent no. 1. As told by the respondent





no. 1 to the complainant under the subvention scheme the complainant, banker and the respondent were to enter into a tripartite agreement where the complainant was to pay 5% of the total price of the unit and the rest was to be paid by the bank in the form of a loan which was to be disbursed to the developer to continue the construction work. Further, the respondent has to pay interest of the loan till the complainant takes the possession of the unit. Consequently, the respondent no. 1 issued an allotment letter for the apartment to the complainant on 08.02.2023.

- III. That the total cost of the unit was declared by the respondent no.1 to be Rs.1,61,04,349/- inclusive of all taxes and charges. The carpet area of the unit was declared to be 782.21 sq. ft. and super area of the unit was declared as 1387 sq. ft. The respondent no.1 has allotted unit no. AHII/P-38-04 to the complainant. Receiving of payments made by the complainant to the respondent no.1 were acknowledged vide letters dated 13.02.2023, 02.02.2023 & 20.02.2023.
- IV. That the buyer's agreement was executed between the respondent no.1 and complainant on 02.05.2023. It is mentioned in the buyer's agreement that the complainant has paid an amount of Rs.8,03,906/.
- V. That on 23.06.2023, the complainant wrote an email to respondent no.1 asking which bank has been nominated/ suggested/ proposed by them to provide loan on the unit.
- VI. That on 20.04.2024, the complainant received an email from respondent no.1 from their email address (feedback@m3mindia.com) stating that the unit allotted to the complainant has been cancelled and the reason stated by them was that the complainant has to share with them the loan sanction letter which was not done and hence they had arbitrarily cancelled the allotment of the unit. The said cancellation was arbitrarily done

without any prior notice to the complainant which is gross violation of her natural and legal rights and as well as in violation of the Act of 2016.

- VII. That the complainant replied to said email dated 20.04.2024 as mentioned above by a reverting email stating that they have tried to take loan even from the bank proposed by respondent no.1 but no bank was ready to give the loan on the project perhaps because the officials of respondent no.1 were taken into custody by the Enforcement Directorate. Even after that respondent no.1 suggested to take loan from Bank of Maharashtra. However, even they refused to give loan on the respondent's project because of their bad reputation.
- VIII. That the complainant after this resolved to take the loan for purchasing the unit from some other bank without subvention or otherwise but in the meantime the respondent no.1 illegally and arbitrarily cancelled the unit adversely affecting the rights of the complainant. The complainant asked them to allot the unit to her but they refused stating that the unit cannot be allotted to her now at the rate in which it was earlier allotted to her. The respondent no.1 unilaterally refunded Rs.8,03,906/- to the complainant on 04.05.2024 and arbitrarily cancelled the allotment of suit property in her name.
- IX. That the complainant is ready and willing to pay the price/ installments of the unit allotted to her and to abide by the terms of the agreement.
- X. That the respondent no.1 has the availability of the unit or other similar units in the project and the complainant is ready and willing to pay the price of the unit or any other similar unit in the said project.
- XI. That by terminating/ cancelling the allotment of the unit the respondent no.1 is depriving the complainant of the unit without her fault and are likely to sell the unit or other similar unit in the market



at a higher price, thus putting the complainant to irreparable loss and injury to her rights. Such cancellation/ termination of the unit if done by the respondent no. 1 would be arbitrary, illegal, unfair, unilateral and without any sufficient or reasonable cause. Thus, the respondent no.1 unit of the complainant.

- XII. That the respondent no.1 has committed various breaches of the Act of 2016 and is liable to be punished for the same under the Act. The respondent no.1 has also adopted unfair & malpractice in cancelling the unit allotted to the complainant due to which the complainant has been put to mental stress and harassment.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- Restrain the respondent no.1 from terminating/ cancelling the allotment of unit of the complainant.
 - Restrain the respondent no.1 from alienating or re-allotting the unit to any third person as the complainant is ready and willing to pay for the unit as per the builder buyer's agreement.
 - Direct the respondent no.1 to allot the same or any other similar unit in the project in case the unit of the complainant has been sold or allotted to any other person.
 - Direct the respondent no.1 to compensate the complainant of the loss occasioned to her by illegally cancelling the unit in her name.
 - Direct the respondent no.1 to compensate the complainant with Rs.5,00,000/- due to the mental stress and harassment caused to the complainant and further due to the expenses borne by the complainant for getting her rights adjudicated under the Act of 2016.

D. Reply the respondent no. 1:

5. The respondent no. 1 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 no. 1, especially when the complainant actually defaulted in making the payment and is now seeking the complete modification of the terms and conditions of the understanding between the parties. The complaint filed by the complainant is baseless, vexatious and is not tenable in the eyes of law therefore the complaint deserves to be dismissed at the very threshold.
- II. That at the very outset, the respondent no. 1 wants to bring to the kind knowledge of the Authority that the complainant has not approached the Authority with clean hands and is guilty of suppression of material facts absolutely relevant for just and proper adjudication of the present complaint. That after making independent enquiries and conducting market research and only after being fully satisfied about the project, the complainant approached the respondent for booking of a residential unit in 'M3M Antalya Hills Phase II', containing residential units with suitable infrastructure facilities being developed under DDJAY scheme in a planned and phased manner over a period of time vide application form and paid an amount of Rs.5,00,000/- on 24.01.2023 as part booking amount towards the unit in question. 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, signed the application form.
- III. That in due consideration of the part booking amount paid by the complainant and his commitment to make timely payments, the respondent no. 1 allotted the independent floor bearing No. "AHII/P-38" on 4th floor in favour of the complainant vide allotment letter dated 08.02.2023. It is submitted that the cost of the independent



floor residence admeasuring 782.21 sq. ft. carpet area was Rs.1,61,04,349/- plus other charges. The complainant opted for the construction linked payment plan.

- IV. That the respondent no. 1 as per the payment plan opted by the complainant raised a demand vide letter dated 08.02.2023 which was due within 10 days of booking, i.e., 18.02.2023 for an amount of Rs.3,03,906/-.
- V. That the respondent no. 1 vide cover letter dated 23.02.2023, sent triplicate copies of the buyer's agreement for due execution at the complainant's end. The respondent no.1 vide email dated 27.02.2023 reminded the complainant to execute the buyer's agreement. The respondent no.1 vide email dated 01.03.2023 requested the complainant to share the sanction letter.
- VI. That since the complainant failed to execute the buyer's agreement, the respondent no.1 again vide emails dated 03.03.2023 and 15.03.2023 requested the complainant to come forward and execute the buyer's agreement. In lieu of the aforesaid demand and reminders, the complainant made a part payment of Rs.2,53,906/- which has been duly acknowledged by the respondent no.1 vide receipt dated 20.02.2023.
- VII. That the respondent no.1 as a goodwill gesture offered the complainant additional specifications as mentioned in Annexure-I and benefit of exemption on payment of maintenance charges for a period of 26 months effective from the date of offer of possession vide letter dated 15.04.2023.
- VIII. That after constant follow ups with the complainant, the buyer's agreement was duly executed between the complainant and the respondent on 02.05.2023. The buyer's agreement sets out the rights and liabilities of the both the parties.



- IX. That the respondent no.1 again vide email dated 23.05.2023 requested the complainant to share the sanction letter however, the complainant failed to share the same. The respondent herein was in constant touch with the respondent and on multiple occasions the complainant was asked to share the sanction letter however, to no avail. Despite being well aware that timely payment was the essence of the transaction the complainant failed to clear her dues which were pending from her end since February, 2023.
- X. That since the complainant failed to make payment of the requisite amount and failed to share the sanction letter, the respondent no.1 vide email dated 20.04.2024 cancelled the allotment/booking of the complainant. The respondent had given various opportunities and sufficient time to apply for loan and clear the dues but the complainant failed to do so. The allotment of the complainant was cancelled in accordance with the agreed terms.
- XI. That since the complainant failed to make payment of the requisite amount and failed to share the sanction letter, the respondent no.1 vide email dated 20.04.2024 cancelled the allotment/booking of the complainant. The respondent had given various opportunities and sufficient time to apply for loan and clear the dues but the complainant failed to do so. The allotment of the complainant was cancelled in accordance with the agreed terms. Thereafter the complainant approached the respondent no.1 and requested to reinstate the unit. The respondent no.1 being a customer-oriented company vide email dated 24.04.2024 asked the complainant to visit the office of the respondent no.1 to discuss the step ahead. The complainant had paid an amount of Rs.8,03,906/- against the total sales consideration of Rs.1,61,04,349/- as on the date of the cancellation, which constitutes 4.9% of the sales consideration.



- XII. That the respondent no.1 at that point of time to resolve the matter amicably had also given options to the complainant to either shift the funds to another project being developed by Associate Company "M3M Crown" or take the refund of the entire amount deposited by the complainant without any deductions. Despite discussions between the parties herein, the matter could not be resolved on mutually acceptable terms.
- XIII. That the respondent no.1 therefore, to close the matter refunded the entire amount paid by the complainant i.e., Rs.8,03,906/- without any deductions vide RTGS on 04.05.2024 into the account of the complainant, even though as per agreed terms the said amount was liable to be forfeited. The complainant was informed about the same vide cover letter dated 06.05.2024. The said refund was duly intimated to the complainant by the respondent no.1 vide email dated 10.05.2024.
- XIV. That the complainant post the receipt of the refund amount has now filed the present complaint with a mala fide intent to unjustly enrich herself. The respondent no.1 has complied with all its contractual obligations. The complainant is not entitled to any relief from this Hon'ble Authority whatsoever. No case under Sections 12, 14, 18 and 19 of the Act of 2016 is made out. As such the present complaint is liable to be dismissed.
- XV. That post cancellation of allotment, the complainant has no right, title or interest in the unit in question nor has any privity of contract with the respondent no. 1. In furtherance of the termination of the subject independent floor vide cancellation email dated 20.04.2024, the same has been re-allotted. Thus, the present complaint is infructuous.



XVI. That the captioned complaint is frivolous, vague and vexatious in nature. The captioned complaint has been made to injure and damage the interest, goodwill and reputation of the respondent no. 1 and the said project / complex and therefore, the instant complaint is liable to be dismissed in *limine*. That the complainant is not entitled to any reliefs as claimed herein since this Authority has no jurisdiction to entertain the present complaint.

6. The counsel for the respondent no. 2 vide proceedings of the day dated 18.09.2025 mentioned that no specific relief has been sought against respondent no. 2 and requests to delete the name of respondent no. 2 from the array of parties. In view of the same, the name of respondent no. 2 i.e., an agent was deleted from array of parties on 18.09.2025.
7. Copies of all the relevant documents have been filed and placed on the record and 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 respondent has raised a preliminary submission/objection the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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

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

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

Section 11(4)(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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee 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 promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.

9. 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 complainant at a later stage.

F. Findings on relief sought by the complainant:

- F.I** Restrain the respondent no.1 from terminating/ cancelling the allotment of unit of the complainant.
- F.II** Restrain the respondent no.1 from alienating or re-allotting the unit to any third person as the complainant is ready and willing to pay for the unit as per the builder buyer's agreement.
- F.III** Direct the respondent no.1 to allot the same or any other similar unit in the project in case the unit of the complainant has been sold or allotted to any other person.

10. The above-mentioned relief(s) sought by the complainant are taken together being inter-connected.

11. The complainant was allotted a unit in the project of respondent "M3M Antalya Hills Phase II", in Sector 79, Gurugram vide allotment letter dated 08.02.2023 for a total sum of Rs.1,61,04,349/-. An agreement for sale was



executed between the parties on 02.05.2023 and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.8,03,906/-.

12. The counsel for the complainant during proceedings of the day dated 18.09.2025 mentioned that the unit was booked under the subvention scheme. The loan has been applied to pay the consideration but the same was not sanctioned by any bank. He further stated that on 23.06.2023, an email was sent to the respondent no. 1 asking them for suggestion of the name to which bank the loan application is to be made. However, no response from the respondent no. 1 has been made and to the utter shock of the complainant, the unit of the complainant was cancelled on 20.04.2024 due to non-payment of outstanding dues.
13. The counsel for the respondent no. 1 vide proceedings of the day dated 18.09.2025 stated that the complainant has opted for construction linked payment instead of subvention scheme. She further mentioned that as per clause 2.7 of the agreement for sale in which it is clearly mentioned that the liability of approval of loan is on the allottee and the construction has to be done by the developer.
14. The Authority has gone through the clause 2.7 of the agreement for sale dated 02.05.2023. The relevant portion of the clause is reproduced below for ready reference:

".....The Allottee agrees and understands that developer shall not be under any obligation whatsoever to make financial arrangements for the allottee and the allottee shall not omit, ignore, delay, withhold, or fail to make timely payments due and payable due and payable to developer in accordance with the payment plan on the grounds of non-availability, rejection, non-disbursement, delay in sanction or disbursement of an bank loan or finance and/or for any reason whatsoever and if the allottee fails to make timely disbursement of any bank loan or finance and/or for any reason whatsoever and if the allottee fails to make timely payments due to developer, then the developer shall have the right to exercise all the rights and remedies as available to it under the applicable law."
15. The Authority observed that though the counsel for the complainant has stated during the proceedings dated 18.09.2025 that the unit was booked



under the subvention scheme but no document regarding the same has been placed on record. However, as per the documents annexed with the complaint, the complainant has opted for construction linked payment plan. As per the opted payment plan, the complainant has to pay 24.96% of the sale consideration on commencement of excavation but the complainant has paid an amount of Rs.8,03,906/- i.e., 4.99% of the sale consideration and the unit was cancelled on 20.04.2024 due to non-payment by the complainant. As per the documents available on record, various emails and WhastApp conversations have occurred between the parties regarding sanctioning of loan but the same was never concluded and no loan was sanctioned by any bank to the complainant. Further, as per clause 2.7 of the agreement for sale dated 02.05.2023 as elaborated in para 13 of this order, it was the duty of the complainant to arrange the finances for the unit and the complainant has failed to do so. Thus, the cancellation dated 20.04.2024 stands valid.

16. The counsel for the respondent vide proceedings of the day dated 27.11.2025 that as the complainant did not come forward to make the payment of outstanding dues and the unit was cancelled on 20.04.2024 on account of non-payment and the entire amount has been refunded to the complainant on 04.05.2024 through NEFT.
17. The Authority has observed that the complainant has filed the present complaint on 29.05.2024 seeking setting aside of cancellation and possession i.e., after the entire amount has been refunded to the complainant. As the cancellation is valid and also the entire paid-up amount against the sale consideration of the unit has been refunded prior to the filing of the present complaint, thus, there is no privity of contract exists between the parties. Thus, the relief sought by the complainant is not maintainable.



F.IV Direct the respondent no.1 to compensate the complainant of the loss occasioned to her by illegally cancelling the unit in her name.

F.V Direct the respondent no.1 to compensate the complainant with Rs.5,00,000/- due to the mental stress and harassment caused to the complainant and further due to the expenses borne by the complainant for getting her rights adjudicated under the Act of 2016.

18. The above-mentioned relief(s) sought by the complainant are taken together being inter-connected.
19. The complainant is seeking relief w.r.t compensation in the aforesaid relief, Hon'ble Supreme Court of India in civil appeal titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of UP & Ors. Supra*** held that an allottee is entitled to claim compensation under sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation.

G. Directions of the Authority:

20. Hence, in view of the findings recorded by the authority on the aforesaid issues, no case for revocation of the cancellation and restoration is made out. Hence, the complaint is dismissed and as such is rejected.
21. Complaint stands disposed of.
22. File be consigned to the registry.


(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 27.11.2025