

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

Date of order : 26.11.2025

Name of the Promoter		M/s M3M India Pvt. Ltd. M/s Metro Education & Welfare Pvt. Ltd. M/s Blue Bell Buildtech Pvt. Ltd. M/s Oakwood Realty Pvt. Ltd. Union Buildmart Pvt. Ltd.	
Project Name		M3M Crown Phase-1	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/972/2025	Rijul Arora, Kamna Arora and Rajiv Arora V/s M/s M3M India Pvt. Ltd., M/s Metro Education & Welfare Pvt. Ltd., M/s Blue Bell Buildtech Pvt. Ltd., M/s Oakwood Realty Pvt. Ltd. and Union Buildmart Pvt. Ltd.	Aakashi Lodha (Complainants) Shriya Takkar (Respondents)
2.	CR/973/2025	Vishesh Arora, Kamna Arora and Rajiv Arora V/s M/s M3M India Pvt. Ltd., M/s Metro Education & Welfare Pvt. Ltd., M/s Blue Bell Buildtech Pvt. Ltd., M/s Oakwood Realty Pvt. Ltd. and Union Buildmart Pvt. Ltd.	Aakashi Lodha (Complainants) Shriya Takkar (Respondents)

CORAM:

Ashok Sangwan	Member
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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

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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, M3M Crown Phase-1, Sector- 111, Gurugram, Haryana being developed by the respondents/promoter i.e., M/s Metro Education & Welfare Pvt. Ltd. and Ors. 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 deliver timely possession of the units in question, seeking award of allotment and execution of BBA.
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	"M3M Crown Phase-1", Sector-111, Gurgaon.
Project area	15.99 acres
Nature of the project	Mixed used colony
DTCP license no. and validity	213 of 2022 dated 27.12.2022 Valid upto 26.12.2027
RERA Registered/ not registered	Registered vide no. 31 of 2023 dated 02.02.2023 Valid up to- 31.01.2028
Occupation certificate	Not on record
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/972/2025 Rijul Arora and Ors. V/s M/s M3M India Pvt. Ltd. & Ors. DOF: 20.02.2025 RR: 25.06.2024	TW-06-2702, admeasuring 2305 sq.ft. (page 59 of complaint)	Not executed Date of booking/payment- 29.03.2023 (page 52 of complaint)	29.03.2026 [Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/025 3/2018</i>]	TC: Rs.3,34,13,280/- [page 71 of complaint] AP: Rs.16,00,000/- (as per page 52 and page 62 of complaint)	Allotment and Execution of BBA
2.	CR/973/2025 Vishesh Arora and Ors. V/s M/s M3M India Pvt. Ltd. & Ors. DOF: 20.02.2025 RR: 25.06.2024	TW-06-2902, admeasuring 2305 sq.ft. (page 71 of complaint)	Not executed Date of booking/payment- 29.03.2023 (page 52 of complaint)	29.03.2026 [Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/025 3/2018</i>]	TC: Rs.3,34,13,280/- [page 76 of complaint] AP: Rs.16,00,000/- (as per page 52 and page 62 of complaint)	Allotment and Execution of BBA

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(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/972/2025** titled as **Rijul Arora and Ors. V/s M/s Metro Education & Welfare 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/972/2025 titled as Rijul Arora and Ors. V/s M/s Metro Education & Welfare Pvt. Ltd. & Ors.

S.N.	Particulars	Details
1.	Name and location of the project	"M3M Crown Phase-1", Sector-111, Gurgaon
2.	Nature of the project	Mixed used colony
3.	DTCP license no.	213 of 2022 dated 27.12.2022 valid upto 26.12.2027 (area 15.99 acre)
4.	RERA Registered/ not registered	31 of 2023 dated 02.02.2023 valid upto 31.01.2028
5.	Date of booking/payment	29.03.2023 (page 52 of complaint)
6.	Unit no.	TW-06-2702 (page 59 of complaint)
7.	Unit admeasuring area	2305 sq.ft. (page 59 of complaint)
8.	Allotment letter	Not on record
9.	Date of builder buyer agreement	Not executed
10.	Possession clause	Not provided
11.	Due date of possession	29.03.2026 [Calculated as per <i>Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018</i>]
12.	Total sale consideration	Rs.3,34,13,280/- (page 71 of complaint)
13.	Total amount paid by the complainants	Rs.16,00,000/- (as per page 52 and page 62 of complaint)
14.	Occupation certificate	Not on record

B. Facts of the complaint

6. The complainants have made the following submissions in the complaint:
 - I. That the present complaint pertains to the unit booked by the complainant no.1 along with complainant no.2 and 3 who are the parents of complainant no.1 in a project of the respondents.
 - II. The respondents through their marketing representatives approached the complainant no.1 to book a residential unit in the project "M3M Capital". It is pertinent to note here that Project M3M Capital has been developed in 3 (three) phases, with separate RERA registration for each phase.
 - III. That falling into the traps laid by the respondents and believing the misleading representations and false assurances made by the respondents, the complainant no.1 paid an amount totaling of Rs.11,00,000/- to the respondents on 29.03.2023 and 30.03.2023, receipt of which was acknowledged by the respondent no.1 in email dated 28.04.2023, for a booking in the project M3M Capital. It is pertinent to mention herein after making the payment, the respondents informed the complainant no.1 that a Unit bearing No. 3504 in Tower 6C is allotted to the complainant no.1 and a formal allotment letter with respect to the same will be delivered to the home address of the complainant no.1 shortly.
 - IV. That the complainant no. 1 had opted for subvention 10-90 payment plan which was approved by the respondents. That under the said payment plan 10 per cent amount was agreed to be paid at the time of booking and balance 90 per cent amount was agreed to be paid at the time of possession. The respondents further assured that other details

pertaining to the unit shall be indicated in the builder buyer's agreement which will be executed subsequently.

- V. That despite making initial payment of Rs.11,00,000/-, the respondents did not issue any allotment letter to the complainant no.1. Therefore, the complainant no.1 was constrained to send an email dated 11.05.2023, wherein the complainant no. 1 informed the respondents that neither any allotment letter nor any further information has been provided to him. thus, the complainant no.1 requested the respondents to provide update on the same at the earliest.
- VI. That the respondents instead of issuing allotment letter or providing further information about the execution of BBA or details of allotment, sent a gold coin weighing 50 gms to the complainant no. 1 with a malafide intention of diverting the complainant no.1's attention from completing further formalities as mandated under the Act, 2016.
- VII. That after much persuasion, a meeting was scheduled with the respondents in June 2023. During the said meeting for the first time, shockingly, the complainants were informed that the RERA registration for Tower 6C falling in Project "M3M Capital Phase -3" is still awaited. The said fact/information which is key foundation of any sale/purchase activity in real estate sector on which RERA Act, 2016 is applicable was never disclosed to the complainant. The respondents have violated the provisions of Section 3 of the Act, 2016 which categorically restrains the promoter/developer to advertise, sell, market, book, sell or offer for sale, invite a person to purchase in any manner any unit in a project without first registering the project with the Authority.
- VIII. That the representative of the respondents informed and assured the complainant no.1 that the RERA registration will be granted to the

respondents very shortly and the respondents further requested the complainant no.1 to wait for some time. The complainant no.1 sent an email dated 05.09.2023 to the respondents seeking an update in respect of their units/registration of the project.

- IX. That in the month of October 2023, all of a sudden, the respondents also unilaterally informed the complainant no.1 that there was no subvention scheme under which the old units were booked by the complainant no.1 and requested the complainant no. 1 to make a payment of 30 % of the sale consideration of the unit on a very short notice, failing which the booking would be cancelled and amounts paid shall be forfeited by the respondents.
- X. That the complainant no.1 being threatened and with the fear of cancellation of the unit and wanting to continue with the project, approached financial institutions and banks to avail a loan facility. However, to the utter dismay of the complainant no.1 none of the financial institutions/banks agreed to advance loan to the complainant no. 1 for the booked units in the old project as the said project was not approved by the Authority.
- XI. That upon not being granted loan facility from the financial institutions/banks, the complainant no. 1 visited the office of the respondents and informed them about the difficulties faced by the complainant no.1 due to no registration certificate of the unregistered project. The respondents informed the complainant no.1 that the RERA registration certificate is delayed and further offered to migrate/shift the booking of the complainant no.1 to another project "M3M Crown Phase - I" or continue with the units booked in one of the Towers of the "M3M Capital Project" which had already obtained the RERA registration.

- XII. That the complainant no.1 in order to protect his hard-earned money requested the respondent no.1 vide email dated 16.12.2023 to share the details of RERA registration of the project "M3M Crown Phase - I" and the same was shared by the respondents vide email dated 17.12.2023.
- XIII. That post sharing registration certificate of the project "M3M Crown Phase -I", the respondent no.1 in the December 2023, migrated the booking made by the complainant no.1 from "M3M Capital Phase -3" to "M3M Crown Phase I". The respondent no.1 allotted unit no. TW-06-2702 in the Project "M3M Crown Phase I" and the same was also confirmed by the respondent no.1 vide email dated 19.12.2023 wherein old unit number and new unit number in new project was categorically mentioned by the respondent no.1.
- XIV. That the respondent no.1 sent another email dated 19.12.2023, wherein cost sheet for the new unit was shared with the complainants. That as per the cost sheet shared by the respondent no.1 the Net Cost Value (after discount) of the new unit was Rs.2,98,04,646/-.
- XV. That post migration of the booking in the new projects, the respondent no.1 requested the complainant no.1 to send a formal email to transfer the booking from "M3M Capital Phase 3" to M3M Crown". That adhering to the request of the respondent no.1 the complainant no.1 sent the email on 20.12.2023 as requested by the respondent no.1.
- XVI. That the respondent no.1 further demanded an additional payment of Rs.5,00,000/- from the complainant no.1 and the same was paid and intimated to the respondent no.1 vide email dated 21.12.2023 wherein transaction id was also shared as proof of payment.
- XVII. That the complainant no.1 vide an email dated 22.12.2023 requested the respondent no.1 to acknowledge the payment of Rs.5,00,000/- made by

the complainant no.1. The respondent no.1 on the very same date i.e., 22.12.2023 reverting on the email sent by the complainant no.1, informed that payment receipts will be issued after the submission of a fresh the booking application form for the new units. It is most humbly submitted that after receiving a substantial amount of Rs.16,00,000/- from the complainant no.1, the respondent no.1 provided a booking application to the complainant no.1 and vide email dated 22.12.2023 requested the complainant no.1 to send the signed copy of booking application form duly signed by all applicants along with KYC documents and further requested the complainants to submit the signed document to the office of the respondent no.1 at M3M Experia, Sector 113.

XVIII. That the complainant no.1 vide email dated 24.12.2023, informed the respondent no.1 that due to certain family emergency the booking application will be submitted by 27.12.2023. Accordingly, the complainants submitted the booking application with the respondents and vide email dated 27.12.2023 the complainant no.1 informed the respondents that booking application has been handed over to Mr. Parth, a representative/executive of the respondents.

XIX. That the complainants on 04.01.2024 issued a cheque dated 04.01.2024 amounting to Rs.17,07,914/- to the respondent no.1, which was a payment towards the 10 percent amount of the sale consideration of the new unit, expecting that the BBA will be executed for the new units by the respondents. It is pertinent to mention herein that the respondents verbally assured that the said cheque will be encashed only upon issuance of allotment letter and execution of the BBA.

- XX. That the respondent no.1 vide email dated 25.01.2024 sent a revised cost sheet of the new unit which had certain mistakes. The complainant no.1 vide email dated 09.02.2024 and 13.02.2024 raised their concern with the respondent no.1 about the mistakes in the revised cost sheet. In response to the concern raised by the complainant no.1, the respondent no.1 vide email dated 17.02.2024 shared an amended cost sheet of the new units.
- XXI. That the respondent no.1 through its representative Mr. Gaurav Sehgal sent an email dated 07.02.2024 confirming the receipt of booking related documents and apprised the complainants that further steps towards the allotment etc. will be intimated on or before 12.02.2024. However, to the utter dismay of the complainants neither any allotment letter was issued to the complainants nor any BBA was executed by the respondents.
- XXII. That without issuing any allotment letter or executing the BBA, in the 1st week of March 2024, the respondents all of a sudden presented the cheque amounting to Rs.17,07,914/- to the bank for encashing the same, which was agreed to be presented only upon issuance of allotment letter and execution of BBA.
- XXIII. That the complainants who had already paid an amount of Rs.16,00,000/- and were still waiting for the issuance of the allotment letter and execution of BBA, feared losing their hard-earned money and sensing some mischief issued a stop payment advice to their bank with respect to the cheque deposited by the respondents.
- XXIV. That despite receiving a payment of Rs.16,00,000/-, the respondent did not issue any allotment letter nor did the respondents execute the BBA. Therefore, the complainants were constrained to send emails dated 20.02.2024, 07.03.2024, 02.04.2024, 17.04.2024, 05.05.2024,

15.05.2024, 12.08.2024, 07.09.2024, 28.09.2024 and 10.10.2024. However, the respondents paid no heed to the request of the complainants nor did they respond to the said emails.

- XXV. That the respondent no.1 all of a sudden sent an email dated 17.10.2024 wherein KYC details, bank statement for the proof of payment and cancelled cheque was sought from the complainants for alleged refund of the 'token amount paid' by the complainants. This sudden volte face by the respondent no.1 is completely illegal and causes immense hardship and prejudice to the complainants who had diligently paid exorbitant amounts of money to the respondent for a long period of time.
- XXVI. That being aggrieved by the illegal acts of the respondents, the complainants sent a legal notice dated 29.10.2024, wherein the complainants called upon the respondents to issue the allotment letters, execution of agreements etc. in respect of the allotted units. However, the respondents neither provided any response to the said notice nor did the respondents comply with the legal notice.
- XXVII. That after receipt of the legal notice, the respondent no.3 and respondent no.5 arbitrarily sent two letters dated 06.01.2025 along with 5 cheques addressed to complainant no.1, complainant no.2 and Mr. Vishesh Arora, stating that they have allegedly not complied the booking formalities within the stipulated time hence amounts paid by them are refunded after deductions.
- XXVIII. That the respondents had unilaterally decided to refund a sum of Rs.24,42,000/- as against payment of Rs.32,00,000/- made by the complainants and Mr. Vishesh Arora cumulative for both the units booked and further sent the cheques of arbitrary amounts along with the said letters. However, the complainants along with Mr. Vishesh Arora

outrightly rejected the letters dated 06.01.2025 and returned all the cheques to the respondents vide a reply letter though their counsel dated 25.01.2025. It is submitted that none of the cheques have been encased by the complainants and they are ready to return the same to any authorized person on behalf of the respondents.

C. Relief sought by the complainants: -

7. The complainants have sought following relief(s):

I. Direct the respondents to issue allotment letter and to execute the BBA.

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 respondents

9. The respondents have contested the complaint on the following grounds:

- i. That the complainant had earlier shown interest to book a unit bearing no. 3504 in Tower 3C of the project M3M Capital Phase 1. Further, the complainants had also made inquiries for booking of a unit in phase 2 of the project which was duly registered with this Authority and the said fact is evident from the subject of the email dated 05.09.2023 written by the complainant. That the email dated 19.12.2023 on account of an inadvertent typographical error mentions 6C instead of 3C of M3M Capital. It is relevant to mention here that the complainants did not come forward to complete the booking formalities as a consequence of the same no unit was ever allotted to the complainants in M3M Capital Phase 1.
- ii. That thereafter the complainants after conducting their due diligence and market research approached the respondent through their broker and expressed their interest to book a unit in the project i.e. M3M Crown

Phase1, Gurugram and tendered a total sum of Rs.5,00,000/- on 21.12.2023 on their own free will and volition. It is submitted that the Project M3M Crown Phase1 is a RERA registered project of the respondent no.2.

- iii. That the complainants had earlier expressed their interest for booking of a unit in M3M Capital, Phase 1 which was being developed by respondent no. 5 i.e., M/s. Union Buildmart Pvt. Ltd. and had deposited an amount of Rs.11,00,000/- towards the same. The complainants thereafter approached the respondent and requested the respondent to transfer the funds paid against the booking in M3M Capital, Phase 1 into the booking towards M3M Crown, Phase 1. The respondent acceded to the request of the complainants, subject to completion of the requisite formalities. It is submitted that the email dated 19.12.2023 only shows the interest expressed by the complainants in the units in M3M Crown and previous units in Tower 3C of M3M Capital. It is submitted that the allotment of the units only happens on the completion of booking formalities including but not limited depositing 10% of sale consideration, zeroing down the payment plan, price etc.
- iv. That the contents of email dated 04.01.2024 make it absolutely clear that the complainants were very well aware that they were under an obligation make payment of 10% of sales consideration for completion of booking formalities.
- v. That the respondent vide email dated 16.02.2024 shared another cost sheet with the complainants and the same was duly accepted by the complainants. The respondent as per the understanding between the parties encashed the cheque of Rs.17,07,914/- so that the respondent could proceed with the allotment of the unit on completion of 10% of sale

consideration however, the complainants themselves stopped payment of the cheque of Rs.17,07,914/-. Thus, it is absolutely clear that the complainant had no intent of going ahead with the booking of the unit. It can be clearly inferred that the complainants are in default, having failed to complete the booking formalities specifically the deposit of 10% of the amount. As a result, the said booking could not crystalize into allotment. Thus, no unit was ever allotted to the complainants especially in a purely commercial transaction like the present one. That thus the booking not having been fructified into allotment and the application/booking request having been cancelled there is no privity of contract between the parties. As a consequence of the same the respondent requested the complainants vide email dated 17.10.2024 to provide the KYC details, bank statement for the proof of payment and cancelled cheque so that the amount paid by them towards the booking could be refunded. The respondent No.2 refunded the entire amount deposited by the complainants being Rs. 5,00,000/- vide cheque bearing no. 002298 dated 31.12.2024 in favour of complainant No.1. The aforesaid cheque for refund of the amount of Rs.5,00,000/- was sent to the complainants vide cover letter vide dated 06.01.2025. It is relevant to mention here that respondent No.2 vide the aforesaid cover letter also sent the refund of Rs.5,00,000/- vide separate cheque bearing no.002299 dated 31.12.2024 to complainant's relative one Mr. Vishesh Arora on account of cancellation of his booking.

- vi. That as far as the interest shown by the complainants towards booking of a unit in M3M Capital Phase 1 is concerned, the same was cancelled earlier on the request of the complainants. Since, the complainants did not come forward to complete the necessary formalities therefore, respondent No.5 refunded the amount deposited by the complainants post necessary

deductions. It is relevant to mention here that complainant No.1 and complainant No.2 had deposited Rs.11,00,000/- and their relative Mr. Vishesh Arora had also deposited Rs.11,00,000/- towards interest of two units in M3M Capital Phase 1. Post cancellation of both the expression of interest, respondent No.5 after necessary deduction of benefit given i.e. to each of the applicants i.e. gold coin refunded the amount in the following manner:

TOTAL RECEIVED	Rs.22,00,000/- (Rs.11,00,000 X 2)
Deduction on a/c of benefits already provided	Rs.7,58,000/-
Refundable amount	Rs.14,42,000/-

- I. Rs.10,00,000/- vide cheque bearing No. 002771 drawn on ICICI Bank dated 31.12.2024 in favour of Complainant No.2 herein Ms. Kamna Arora,
- II. Rs.1,00,000/- vide cheque bearing No. 002770 drawn on ICICI Bank dated 31.12.2024 in favour of Complainant No.1 herein Mr. Vishesh Arora
- III. An amount of Rs.3,42,000/- vide cheque bearing No. 002769 drawn on ICICI Bank dated 31.12.2024 in favour of Mr. Rijul Arora

The aforesaid cheques were sent by respondent No.5 to the complainant No.1, complainant No.2 and their relative one Mr. Vishesh Arora vide cover letter dated 06.01.2025. Based on the averments made hereinabove, it is absolutely clear that the complainants have no locus standi to file and maintain the instant complaint and neither have any actionable cause to maintain the present complaint.

- vii. That from the facts stated hereinabove, it is absolutely clear that no unit was ever allotted to the complainants (owing to the defaults of complainants themselves) and the complainants have no privity of

contract with the answering respondent. Further, the complainants do not fall under the definition of allottee as defined under Sec 2(d) of RERA Act, 2016. That merely applying for a unit or showing interest in the company is nowhere a binding contract between the parties and it is merely an offer by the complainants. It is submitted that the complainants have blatantly failed to make the payment of the requisite booking amount which was a condition precedent for the company to accept the offer of the complainants towards booking of a unit, thus failed to complete the booking formalities and further get the unit allotted. Thus, the complainant has no locus standi to file the present complaint and the same merits dismissal.

- viii. That the complainants had no intent to make good 10% of the amount which was a condition precedent to issuance of allotment letter, execution of buyer's agreement etc. The complainants have themselves admitted in their complaint they had stopped payment of the cheque of Rs.17,07,914/- . Thus, it is absolutely clear that the complainants had no intent of going ahead with the booking of the unit.
- ix. That in view of the above said, it is apposite to mention herein that it is only due to the failure on part of complainants to complete all the formalities that the company was impeded from allotting a unit in favour of the complainants and hence the company was left with no other alternative but to cancel/ terminate the booking of the complainants and refund the amounts deposited.
10. 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

11. 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

12. 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

13. 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.



14. 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 the relief sought by the complainants.

F.I Direct the respondents to issue allotment letter and to execute the BBA.

15. In the instant case, it is observed that the complainants had previously paid an amount of Rs.11,00,000/- towards booking of a unit in one of the projects of the respondents named M3M Capital and the same was acknowledged by the respondent no.1 vide email dated 28.04.2023. Thereafter, the complainants vide email dated 20.12.2023, requested the respondent no.1 to transfer the unit and funds from "M3M Capital" to another project of the respondents named "M3M Crown Phase I" and after acceptance by the respondents, on 21.12.2023, the complainants tendered a sum of Rs.5,00,000/- towards their new booking to the respondent no.2. It is further observed that the complainants vide email dated 04.01.2024 have informed the respondent no.1 that they have issued a cheque amounting to Rs.17,07,914/- dated 04.01.2024 to the respondent to complete 10% of the sale consideration for the new unit and will deposit TDS amount soon and have also requested the respondent to complete the paper work and formalities. The complainants have submitted that the respondents have assured the complainants that the said cheque will be encashed only upon issuance of allotment letter and execution of the BBA. However, there is nothing on record to substantiate the claim of the complainants. The complainants vide email dated 07.03.2024, have admitted that they have received the final cost sheet for the unit in question on 16.02.2024 and the same has been acknowledged by them. As per the payment plan agreed between the parties vide cost sheet dated

16.02.2024, the complainants were obligated to pay 10% of the sale consideration within 10 days of the booking. After receipt of final cost sheet by the complainants, on 01.03.2024, when the above said cheque amounting to Rs.17,07,914/- dated 04.01.2024 was presented by the respondent to its banker for encashment, the complainants stopped payment of the cheque and accordingly the said booking could not crystalize into allotment. The respondent thereafter sent refund cheques after deducting an amount of Rs.7,58,000/- on account of benefits given (50gram gold coin) to the complainants and his relative, but the same has not been encashed by the complainants till date. The Authority observes that the respondent without giving any justification/bifurcation has deducted an amount of Rs.7,58,000/- on account of gold coin from the paid-up amount. Moreover, no consideration amount has been attributed to the said transaction. Thus, the benefits given if any, with free will and without any consideration shall not be deducted from the amount paid by the complainants.

16. After considering the documents available on record as well as submissions made by the parties, the Authority is satisfied that the complainants have failed to make the required payment to complete the booking formalities and finalize the allotment. In view of the above, no case for issuance of allotment letter and execution of BBA is made out in favour of the complainants. The Authority observes that since no unit was formally allotted to the complainants thus, post cancellation of the booking, as such there is hardly any actual damage caused to respondents. Therefore, the respondents shall refund the entire booking amount paid by the complainants i.e., Rs.16,00,000/-, within a period of 90 days without any deductions.

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


(Ashok Sangwan)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 26.11.2025

