

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

Complaint no. : 6511 of 2024
Date of filing complaint: 07.01.2025
Date of decision : 13.01.2026

Karun Singla

**R/o – Flat No. 185, Pocket 23, Unity Apartment, Sector-24
Rohini, New Delhi- 110085.**

Complainant

Versus

- 1. M/s Metro education and Welfare Private Limited.**
Office Address: 6th Floor, M3M Tee Point North Block,
Sector-655, Gurugram.
- 2. M/s Seedwill Consulting Pvt. Ltd.**
Office Address: Office No. 51, 2nd Floor, Seedwill Tower,
Sector-18, Gurugram, Haryana-122001.
- 3. M/s Blue Bell Buildtech Pvt. Ltd.**
Office Address: 41st Floor, Tower-1, M3M International
Financial Center, Sector-66, Golf Course Road, Gurugram,
Haryana-122001.
- 4. M/s Oakwood Realty Pvt. Ltd.**
Regd. Office: F-022, LG, Sushant Arcade, Sushant Lok-1,
Gurugram, Haryana-122002.
- 5. M/s M3M India Private Limited.**
Regd. Address: 41st Floor, Tower-1, M3M International
Financial Center, Sector-66, Golf Course Road, Gurugram,
Haryana-122001

Respondents

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Niloptal Shyam

Counsel for Complainant

Ms. Shriya Takkar and Ms. Meenal Khanna

Counsels for Respondent No.1,
R3 to R5

Shri Nitish Kumar Singh

Counsels for Respondent no.2

ORDER

1. The present complaint has been filed by the complainant/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 thereunder or to the allottees 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 and location of the project	"M3M Crown Phase-1", Sector 111, Gurugram
2.	Nature of the project	Residential
3.	Project area	11.6025 acres
4.	DTCP license no.	213 of 2022 dated 27.12.2022 valid up to 26.12.2027
5.	Name of licensee	Metro Education and Welfare Pvt. Ltd. and 2 others
6.	RERA Registered/ not registered	31 of 2023 dated 02.02.2023 valid up to 31.01.2028
7.	Unit no.	CN TW-06-2801, 28 th Floor & Tower-06 (As per page no. 58 of the complaint)
8.	Unit area admeasuring	1825 sq. ft. (Super area) 1085 sq. ft. (Carpet Area) (As per page no. 58 of the complaint)
9.	Allotment letter	23.11.2023 (As per page no. 123 of the complaint)
10.	Date of agreement for sale	02.01.2024 (As per page no. 54 of the complaint)

11.	Possession clause	<p>7. POSSESSION OF THE APARTMENT</p> <p>7.1 Schedule for possession of the said Apartment:</p> <p>(i) The developer agrees and understands that timely delivery of possession of the apartment along with right to use car parking (if applicable) to the allottee and the common areas to the association of allottee or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.</p> <p>(ii) The developer assures to handover possession of the Apartment alongwith right to use car parking (if applicable) on or before 31.01.2028..</p> <p>(As per page no. 67 of the complaint)</p>
12.	Due date of possession	<p>31.01.2028</p> <p>(As per possession clause 7.1 (i))</p>
13.	Total sale consideration	<p>Rs.2,08,00,897/-</p> <p>(As per payment plan on page no. 103 of the complaint)</p>
14.	Amount paid by the complainant	<p>Rs.1,56,00,667/-</p> <p>(As per customer ledger dated 29.03.2024 on page no. 24 of the complaint)</p>
15.	Occupation Certificate	Not obtained
16.	Offer of possession	Not offered
17.	Discount letter	<p>01.12.2023</p> <p>Page 104 of complaint</p> <p>No date is mentioned</p>

B. Facts of the complaint:

3. The complainant has made the following submissions in the complaint:

- i. That the respondent no. 1 being a wholly owned subsidiary of respondent no. 5 along with respondent no. 3 and 4 claims to be lawful owner of the project land. Further, the respondent represented that the Director, Town & Country Planning, Haryana (DTCP) has granted license bearing number

213 of 2022 for development of impugned project under mix land use colony under TOD policy.

- ii. That the respondent no. 2 is the registered real estate agent having registration number 463 of 2018 which has been extended for a period of 5 years with effect from 14.03.2024. It is noteworthy that the respondent no. 2 is the registered agent of other respondents in terms of disclosures made under Section 4 (2) of the RERA Act 2016. Even otherwise respondent no. 2 acted as an agent with regard to fructification of the impugned transaction which included finalizing the total consideration or any discount in the said consideration. Thus, the respondent no. 2 clearly acted as an agent of the other respondent with clear authority to fix the total sale consideration.
- iii. That the respondent no. 2 approached the complainant for booking of the impugned unit in July 2023. The complainant firstly resisted any indirect communication i.e. communication not coming directly from the promoters. However, vide whatsapp message dated 06.08.2023 assured the complainant that they are authorized on behalf of other respondents to deal with the complainant and process is not indirect. Thereafter, in the same communication the respondent no. 2 provided a cost sheet wherein total price of the impugned unit was mentioned as Rs. 1,98,10,375/- @ of Rs. 10,855/- per sq ft wherein a discount of Rs. 19,25,375/- was specifically provided lowering the total sale consideration to Rs. 1,78,85,000/-.
- iv. That pursuant to the aforementioned communications the complainant made payment of booking amount of Rs. 10,00,000/- on 19.08.2023. That based on the aforementioned representation and enquiries made and in view of aforementioned background, the complainant decided to invest their hard-earned money in the said project and subsequently allotted unit

no. CNTW-06-2801 in the 'M3M CROWN' situated at sector-112, Gurugram, Haryana, India vide allotment letter dated 23/11/2023.

- v. That, the respondent no.2 also vide letter dated 01.12.2023 gave a written communication with regard to discount of Rs. 19,25,375/- to the complainant which shall be released subject to fulfillment of following condition:
- On completion of 75% of TCV
 - Execution of BBA
 - Amount released after 120 days of receipt of brokerage.
- vi. That consequent to the allotment of the said unit by the respondent company, the builder buyer agreement was executed between the complainant and respondents on 02/02/2024. The complainant was shocked to see that the total sale consideration as mentioned in schedule 5 of the BBA was Rs 1,98,10,377/- without any mention of discount of Rs. 19,25,375/- as communicated earlier by respondent no. 2. However, the said agreement was sent with a clear stipulation that respondent no. 1, 3 and 4 shall have right to refuse and reject to execute the BBA in case of any amendment, overwriting, correction, cancellation, alteration or modification is made in the draft BBA sent by the respondent. Further, the respondent threatened to cancel the booking and forfeit the amount already paid in case the draft agreement not being signed in the same standard format. Hence, it is noteworthy that the agreement is biased, one sided, amounting to unfair trade practice as the complainant was compelled to sign on dotted lines in view of one-sided standard form of agreement to sell.
- vii. That after coming in force of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as RERA Act, 2016) and applicable rules,

respondent company applied for registration of the impugned project before the Authority in accordance with law. The Hon'ble Authority while discharging its regulatory/administrative functions granted the registration to the impugned real estate project vide Regd. No 31 of 2023 dated 02/02/2023 on terms and condition as enumerated in the said registration certificate. In the same manner respondent no. 2 has also been registered as a real estate agent and have also received an extension of 5 years effective from 14.03.2024.

- viii. That the complainant was shocked to see letter dated 17.09.2024 from respondent no.2 wherein the respondent no.2 inter alia refused to honor the agreed discount on the basis of baseless grounds of delay in payment which has de hors the terms of the discount. Further, the baseless allegations were also made against the complainant which is categorically denied. As a matter of fact, it was the respondent no. 2 having advised the complainant to ignore the reminders with regard to delayed payment by other respondents. Thus, the letter dated 17.09.2024 is illegal and non-est in law.
- ix. That the present complain is bonafide and is before the Hon'ble Authority so that the end of justice can be met and the amount promised to the complainant is paid by the respondents and further actions are taken against the respondents for engaging in unfair practices. The Authority has power to grant relief to the complainant inter alia under Section 34 read with Section 37 of the RERA Act and Section 7, 9 and 10 of the RERA Act. The complainant has been suffering because of collusive illegal behavior of the respondents.

C. Relief sought by the complainant:

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

- i. To direct the respondent to honor the discount of Rs. 19,25,375/- in the total sale consideration and accordingly to reduce the total sale consideration by Rs. 19,25,375/- in the BBA dated 02.01.2024.
 - ii. Alternatively, to direct the respondents to jointly and severally pay the amount Rs. 19,25,375/- which was promised as discount within a period of 30 days.
 - iii. To revoke the RERA Registration of the respondent no. 2.
 - iv. To revoke the RERA Registration of the impugned project .
5. On the date of hearing, the authority explained to the respondent/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. Application filed on behalf of respondent no.1, R3 to R5.

6. The complainant and respondent nos. 1, 3 and 4 entered into buyers agreement dated 02.01.2024 for residential unit bearing no. CN TW-06-2801 and the same was duly registered. The cost of the unit for carpet area admeasuring 1085 sq. ft. was Rs. 2,08,00,897/- plus other charges. The parties are bound by the terms of the buyer's agreement dated 02.01.2024.
7. That as far as respondent no. 5 is concerned it is submitted that the mark 'M3M' is being used by the promoter respondent No.1 under a license from respondent no.5 M/s. M3M India Private Limited, use whereof is subject to the brand licensing arrangement between respondent no.1 & respondent no.5. It is submitted that there is brand usage arrangement between the respondent no.1 & respondent no.5, whereby respondent no.5 has granted the respondent no.1 a limited license to use the brand name, logos, image and other such signage, solely for the purpose of activities related to promotion/advertising (Branding Rights) and allied activities for the said project.

8. That in addition to the arrangement between respondent no.1 & respondent no.5 for the grant of branding rights in favour of the respondent no.1, it has also been agreed between the companies that, at the request of the respondent no.1, respondent No.5 M/s. M3M India Private Limited has agreed to provide customer related support and assistance to respondent no.1 which is limited to handling customer related verbal and/or written communication including queries, feedback, comments etc. on behalf of respondent no.1 with respect to the project. Respondent no. 5 has no privity of contract with the complainant and therefore, its name is liable to be deleted from the array of respondents.
9. That the respondent no. 1 would like to apprise this hon'ble authority that the entire complaint deals with the issues relating to discount/rebate on the basis of respondent no.2's alleged assurances to the complainant in its own individual capacity. It is submitted that the no such assurance was ever given by the respondents herein. The understanding between the complainant and the respondent no.1, 3, and 4 has been duly recorded in the buyer's agreement executed between the parties on 02.04.2024. Further, the answering respondents herein are not privy to the understanding between the complainant and his broker respondent no. 2.
10. That by the way of the present complaint, the relief sought by the complainant with respect to the discount of Rs. 19,25,375/- qua the discount in the total sale consideration is on the basis of his broker's (respondent no. 2') alleged assurances to the complainant in its own capacity and without any such confirmation on behalf of the answering respondent in this regard. The complainant has himself admitted in his complaint that the answering respondent herein has communicated vide email dated 20.08.2024 to the complainant that no such rebate/discount was ever offered by the answering respondents to the complainant by it.

11. That the relief sought by the complainant qua rebate/discount of Rs. 19,25,375/- has nothing to do with the answering respondent herein. It is submitted that the alleged letter appended at page no. 50 of the complaint was issued by respondent no.2 and the said fact has been duly admitted by the complainant in his complaint. Further, the alleged whatsapp chat annexed by the complainant along with his complaint is between the complainant and his broker and the answering respondents have nothing to do with the same. The respondents herein are not privy to the understanding between the complainant and his broker. The understanding between the parties complainant and answering respondents has been duly recorded in the buyers agreement and their names are liable to be deleted from the array of respondents.

12. That the above submissions make it clear that it would be just, fair and proper to strike off the name of respondent No.1, 3, 4 and 5 from the array of respondents.

E. Reply received on behalf of the respondent no.2.

13. That the booking of unit no. T6-2801 in M3M Crown Plaza Phase-1 ("Project") with the respondent no 1, respondent no. 3 and respondent no. 4 was facilitated by respondent no. 2 on the request of the complainant. Further, on 19.08.2023, on mutual consent of the complainant and the respondent, a cost sheet was issued to the complainant at a rate of ₹10,855/- per sq. ft., and a discount of ₹19,25,375/- was extended. The complainant specifically chose the aggressive payment plan whereby 75% of the total consideration value was payable within 60 days, 15% on application of the occupation certificate and the remaining 10% was payable on offer of possession. This was the most aggressive plan, tied to the highest discount, and was strictly conditional upon timely payments. The payment plan of the total consideration value

may be referred to in the cost sheet dated 19.08.2023. Further, according to the aforesaid cost sheet the booking amount of Rs.10,00,000/- was payable by 19.08.2023. However, the complainant made the payment of the same in two instalments of Rs.5,00,000/- each on 19.08.2023 and 20.08.2023 respectively, and despite the delay, the allotment of the unit was not cancelled. The acknowledgment receipts of the booking amount are annexed with the complaint (Page15 and 16 of the complaint). As per the builder buyer agreement (bba), any default may lead to forfeiture of the advance payment and/ or frustration of the earlier negotiations including but not limited to price or discount. It is submitted that despite being aware that the timely payment was the essence to avail the discount, the complainant failed to adhere to it and the cost sheet dated 19.08.2023 stood invalid. However, on request of the complainant, despite being under no obligation, respondent no. 2 intervened and persuaded the builder to retain the original rate of ₹10,855/- per sq. ft., thereby saving the complainant from forfeiture of his booking and escalation to the new market rate as duly informed on 05.10.2023. Subsequently, revised cost sheet was prepared and shared with the complainant at the original market rate on 05.09.2023 and accepted by him on 06.09.2023 as well as on future dates. (Page 120 of the complaint.

14. That despite agreeing to the aforementioned revised cost sheet, the complainant again deviated from the schedule. On 01.11.2023, the respondent again revised the rate to ₹20,000/- per sq. ft. and intimated the same to the complainant. It is submitted that rates of the properties were revised by the respondent on 05.10.2023 and further, it even extended the payment term twice from 20.10.2023 to 31.10.2023 with instructions that Buyers who could not adhere to timely payments would not be entitled to the same rates and benefits. At this stage, it was informed by the complainant that he wished to opt for a home loan but couldn't obtain it due to a change

of job. The respondent was inclined to cancel the complainant's booking as also informed to him time and again. It is pertinent to submit that despite the above, at the insistence of the complainant, the respondent no. 2 convinced the respondent to reschedule the payment and cost sheet at the original rate. This alone demonstrates that respondent no. 2 acted to protect the complainant's interests rather than mislead him.

15. That despite several defaults, as a goodwill gesture, respondent no. 2 on 01.12.2023, extended a brokerage discount of ₹19,25,375/-, clearly stipulating that it was subject to:

- i. Completion of 75% of the total consideration value
- ii. Execution of the BBA
- iii. Release of such amount to be made after 120 days from the receipt of brokerage.

Respondent no. 2 extended the aforementioned discount and had requested the complainant to make the payments by 15.12.2023. However, the complainant expressed his inability and sought a further extension of time and ultimately cleared his dues only on 27.02.2024, thereby causing the brokerage discount also to lapse.

16. That it is further pertinent to submit that under Section 19(6) of RERA, 2016, it is the statutory duty of the allottee (complainant herein) to make timely payments as per the agreement. However, the complainant defaulted and instead of paying 75% of the total consideration value by 19.10.2023, he made staggered payments and cleared dues by 27.02.2024, a delay of over four months.

17. That the complainant has produced selective whatsapp screenshots, ignoring emails and communications where he acknowledged his defaults and expressly consented to revised schedules. It is submitted that the allegations

that respondent no. 2 advised him to ignore reminders are baseless, false, and devoid context. The complainant, having repeatedly defaulted in making timely payments, is attempting to misuse the process of the Authority to claim discount benefits that stood forfeited due to his own conduct.

18. That the respondent no. 2 has never over-committed. On the contrary, it protected the complainant's booking and negotiated in his favour. The complainant is seeking to unfairly implicate respondent no. 2 despite the fact that the respondent no. 2 is not a promoter or builder of the project, but merely a real estate consultant/ channel partner who facilitated the booking of the unit. It is further submitted that respondent no. 2 has not charged any brokerage, commission, or consulting fee from the complainant in lieu of the services rendered. All payments were made directly by the complainant to the respondent company. Respondent no. 2's only source of remuneration was brokerage payable by the respondent. The attempt of the complainant to portray that respondent no. 2 has benefited at his expense is wholly false, misleading, and malicious. It is reiterated that all payments were made directly to the respondent. Respondent no. 2 had no control over the complainant's funds, and was only to receive brokerage as service fee from the respondent.

19. 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.

F. Jurisdiction of the authority

20. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

F.I Territorial jurisdiction

21. 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.

F.II Subject matter jurisdiction

22. 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.

23. So, in view of the provisions of the Act quoted above, the authority has complete territorial and subject matter 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.

G. Findings on the relief sought by the complainant:

G.I To direct the respondent to honor the discount of Rs. 19,25,375/- in the total sale consideration and accordingly to reduce the total sale consideration by Rs. 19,25,375/- in the BBA dated 02.01.2024.

G.II Alternatively, to direct the respondents to jointly and severally pay the amount Rs. 19,25,375/- which was promised as discount within a period of 30 days.

G.III To revoke the RERA Registration of the respondent no. 2.

G.IV To revoke the RERA Registration of the impugned project .

24. The complainant is seeking directions to the respondent to honor the discount of Rs.19,25,375/- in the total sale consideration and accordingly to reduce the total sale consideration by Rs.19,25,375/- in the BBA dated 02.01.2024. The complainants in their complaint have stated that respondent No. 2 provided a cost sheet wherein total price of the unit was mentioned as Rs. 1,98,10,375/- @ of Rs. 10,855/- per sq ft. wherein a discount of Rs. 19,25,375/- was specifically provided lowering the total sale consideration to Rs. 1,78,85,000/-. No discount was mentioned in the buyer's agreement.

25. On the contrary, the counsel for the respondent no. 2 states that respondent no. 2 has no authority to revise prices and release discount which was subject to the timely payment by the complainant as per the cost sheet admittedly received by the complainant.

26. The Authority has carefully perused the record and considered the submissions made by all parties. The fundamental issue before the Authority is whether the present complaint alleging discount by the real estate agents is maintainable under the provisions of the Real Estate (Regulation and Development) Act, 2016 or not?.

27. The Authority observes that the complainant has failed to establish any privity of contract or statutory cause of action against any of the respondents. The complaint does not disclose any violation of the provisions of the Act, Rules, or Regulations, nor any failure on the part of the Promoter or the Agents in the manner contemplated under the Act. It is noteworthy that the

nature of the relief sought by the complainant does not stem from any regulatory or contractual obligation enforceable under the RERA framework. These are private claims arising out of alleged personal assurances, which are outside the jurisdiction of this Authority.

28. The Authority further observes that the complainant has failed to establish any privity of contract or statutory cause of action against any of the respondents. There exists no privity of contract or statutory breach in the manner contemplated under the Act of 2016. It is of immense importance to state that the complainant has failed to provide any documentary evidence against the allegation made by them in the present complaint. Therefore, the present complaint is not maintainable under the Act of 2016 and is hereby dismissed the same being not maintainable and outside the purview of the Act of 2016. However, the complainant shall be at liberty to approach an appropriate Civil Court or Consumer Forum for redressal of his grievances, in accordance with law.

29. File be consigned to the registry.

Dated: 13.01.2026



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory
Authority, Gurugram