

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

Complaint no.: 1870 of 2025

Date of filing: 07.04.2025

Date of decision: 20.01.2026

Rajendra Chaudhary

R/o: A-1-145/B, Buddha Colony, Patna, Bihar

Complainant

Versus

1. M/s M3M India Private Limited

Registered office at: 1221a, Devika Tower, 12th floor,
6, Nehru Place, New Delhi-110019

2. M/s Martial Buildcon Private Limited

Registered office at: F-022, LG, Sushant Arcade,
Sushant Lok-1, Gurgaon, Gurugram, Haryana-
122002

3. M/s Elite Landbase Private Limited

Registered office at: 11th floor, Unit-1101,
Worldmark1, Gurgaon Sohna Adda, 122001

Respondents

CORAM:

Shri. Arun Kumar

Chairman

Shri. Phool Singh Saini

Member

APPEARANCE:

Priyanka Agarwal (Advocate)

Complainant

Shriya Takkar (Advocate)
Meenal Khanna (Advocate)
None

Respondent no. 1
& 2
Respondent no. 3

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 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 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:

Sr. No.	Particulars	Details
1.	Name of the project	M3M Urbana, Sector-67, Gurugram
2.	Project area	8.225 acres
3.	DTCP license no. and validity status	i. 100 of 2010 dated 26.11.2010 valid up to 25.11.2027 ii. 101 of 2010 dated 26.11.2010 valid up to 25.11.2022

		<p>iii. 11 of 2011 dated 28.01.2011 valid up to 27.01.2028</p> <p>36 of 2013 dated 31.05.2013 valid up to 30.05.2017</p>
4.	RERA Registered/ not registered	35 of 2019 dated 18.06.2019 valid up to 31.12.2021
5.	Unit no.	MD/SA/O/12L/11, 12 th Floor, Block-Office (As per page no. 233 of the complaint)
6.	Unit area	688.38 sq. ft. (super area) (As per page no. 60 of the reply)
7.	Date of allotment letter	07.05.2021 (As per page no. 233 of the complaint)
8.	Agreement for sale	09.08.2021 (Page 138 of reply)
9.	Possession clause	7.1 clause 7.1 of the agreement subject to receipt of the total consideration and other charges by the allottees along with interest for delay payment as may be applicable thereon, call upon the allottee in writing to take possession of the unit.
10.	Due date of possession	Cannot be ascertained

11.	Total sale consideration	Rs.96,20,855/- (As per SOA on page no. 128 of the reply)
12.	Amount paid by the complainant	Rs.1,03,87,178/- (As alleged by the complainant on page no. 28 of the complaint)
14.	Occupation certificate	24.02.2021 (As per page no. 84 of the reply)
15.	Handover of physical possession of the unit	27.08.2021 (As per page no. 188 of the reply)
16.	Conveyance deed	18.01.2023 (As per page no. 443 of the complaint)

B. Facts of the complaint

3. The complainant has submitted as under:

- I. That this is with reference to the commercial Project ““M3M URBANA” at Sector - 67, Gurugram, under the license nos. 89 of 2010 dated 27.10.2010, 100 & 101 of 2010 dated 26.11.2010, 11 of 2011 dated, issued by DTCP, Haryana, Chandigarh. The complainant is a law-abiding person who has approached this Hon’ble Authority due to the illegal conducts of the respondents.
- II. That the respondent painted a rosy picture of the project in its advertisements making tall claims. The respondent is M3M India Private Limited, who has now become renowned for its fraudulent and corrupt mode of business practices. The respondent no. 1&2 are the promoter/co-developers of the project in question. The respondent no.

- 3 is the agent company who had initially approached the complainant with brochure and advertisement of the project in question and was the direct link between the respondent no.1 & 2 and the complainant.
- III. That the complainants while searching for a unit was lured by such advertisements of company and calls from broker of the respondent no.3 for buying a commercial serviced apartment in the upcoming project of the respondent no. 1 & 2. In May 2019, the respondent, issued an advertisement announcing a commercial Project "M3M URBANA (including M3M One key Resiments & M3M My Den)" at Sector - 67, Gurugram, under the license nos. 89 of 2010 dated 27.10.2010, 100 & 101 of 2010 dated 26.11.2010, 11 of 2011 dated, issued by DTCP, Haryana, Chandigarh, and thereby invited applications from prospective buyers for the purchase of unit in the said project. That the respondents confirmed that the project had got building plan approval from the authority. The complainant was approached by the agents of respondent no. 3, i.e., M/S Elite Landbase Pvt. Ltd. The complainant was shown rosy pictures of the latest project of the respondent no.2 & 3. The complainant was provided with the brochure of the M3M MYDEN along with cost sheet, for a serviced apartment admeasuring 882 sq.ft. in "MY DEN"
- IV. That the complainant was further promised a monthly rental of Rs. 1,02,030/- per month till possession of the unit once 90% of the total sale consideration is paid to the respondents & minimum post possession rental guarantee of Rs. 77,616/- (@ Rs. 88/- per sq. ft. per month).
- V. That the complainant was again approached by respondent no. 3, wherein they offered the final cost of the unit admeasuring 882 sq. ft.

plus IFMS of Rs.1,32,300/. The complainant was further urged to make the booking before 15th May to avail PLC discount of 15% and shared the following payment plan:

- i. Booking Amount: Rs. 5,00,000/-
- ii. Within 30 Days of Booking: Rs. 5,00,000/-
- iii. Within 60 Days of Booking: Rs. 10,00,000/-
- iv. Within 90 Days of Booking: Complete 90% of the Total Sale Consideration, less, amount already paid.

- VI. That on 10.05.2019, the bank account details of respondent no. 1, i.e., M3M India Pvt. Ltd., bearing Account no. 002105015769, IFSC Code: ICIC0000399, Branch: G1 & G2, Vipul Orchid Plaza, Suncity, Sec-54 Gurgaon-122002; was provided to make payment of the booking amount. On 11.05.2019, a copy of expression of interest form shared with the complainant. In the said expression of interest clearly mentions that it is for allotment of unit in the project for which occupation certificates have already been received, however, the respondent companies are using the same as a façade to accept bookings for their upcoming projects, for which they haven't even received RERA Registration.
- VII. That the complainant paid a sum of Rs. 5,00,000/- as booking amount on 13.05.2019. The respondent no. 1 & 2 received RERA Registration for the project in question, vide registration certificate bearing no. rc/rep/harera/ggm/341/73/2019/35, dated 28.06.2019. The respondents had already acquired the proficiency to throw dust in the eyes of the law and Hon'ble Authority and doing fraudulent activity of selling the project before getting RERA Registration in 2021.

- VIII. That the complainants had booked the Unit in the year 2019, i.e., after the implementation of the RE(R&D) Act, 2016, and Section 13 of the said Act specifically says that the promoter/builder cannot accept more than 10% of the total sale consideration without executing agreement to sell, despite this fact, the respondent company raised the demand and accepted the payments from the complainant as well. The complainant made 2 further payments of Rs. 10,00,000/- each, on 06.03.2020 (processed on the next day). On 06.03.2020, the representative of respondent no. 3 shared the payment breakup demanding 90% of the sale consideration. The complainant was further assured that the complainant will receive assured returns of Rs. 95,140/- per month till possession, believing which, the complainant made 3 further payments of Rs. 10,00,000/- each.
- IX. That the complainant had already made the payment of Rs. 55,00,000/- till 08.03.2020, however, the respondent company had neither sent any allotment letter, nor any payment acknowledgment receipt in favour of the complainant. On 23.03.2020, the complainant asked for payment receipts issued by the respondent no. 1 & 2, the respondent no.3 claimed that the receipt is delayed due to Lockdown. On 24.04.2020, when the complainant insisted on not making any further payments without any confirmation from respondent no. 1 & 2, the representative of respondent no. 3 sent a copy of application form for signing.
- X. That the complainant questioned as to why another form is being signed when he had already signed one form back in May 2019, to which, the representative of the respondent no. 3 replied that the earlier form was old, which got changed and this new form is for everyone. The

complainant sent back the signed copy of the application form. The complainant kept on asking for updates in regards to his booked unit, however, the respondents kept on using dilly-dallying techniques. In the meantime, the complainant had made the further payment of Rs. 35,00,000/- on 12.04.2020 because he had been told that for assured return to commence, he had to have made this further payment. The respondent paid the monthly assured returns in parts and fractions, by way of post-dated cheques from the time of receiving 90% of the total price in June or July 2020 and till November 2020.

- XI. However, after December 2020, the respondent stopped making further payments. Upon enquiry, the complainant was informed that the respondents have applied for occupation certificate, thus, there will be no further payment of assured returns. This made no sense to the complainant. Further, no proof for a valid application of occupation certificate was provided. The respondents had assured the complainant that he will be entitled for assured pre-rentals till the time of possession, as mentioned in the cost sheet. However, respondents illegally stopped the pre-rental without any prior intimation to the complainant, which is absolutely illegal & arbitrary. On 06.04.2021, the complainant made further payment of Rs. 50,000/- as demanded by the respondent on WhatsApp.
- XII. That on 05.06.2021, the representative of respondent no. 3 Sent an undated Letter signed by respondent no.1, i.e., M3M India Private Limited, along with a welcome letter dated 07.05.2021 and the allotment letter dated 07.05.2021. As per the welcome letter dated 07.05.2021, the complainant was allotted a commercial service apartment bearing no. md/sa/0/12l/11 located on 12th floor, in the

project "m3m myden". Furthermore, as per the allotment letter dated. 07.05.2021, the complainant was allotted commercial service apartment bearing no. md/sa/0/12l/11 located on 12th floor, in the project "m3m myden, admeasuring carpet area 399.34 sq. ft, & super area of 894.19 sq.ft., with exclusive right to one car parking, having total sale consideration of Rs. 96,20,855/- (including GST) and the respondent had raised a demand with invoice dt. 21.04.2021, for a sum of Rs. 50,000/- as "within 10 days of booking".

XIII. That the complainant was completely shocked and surprised to see the payment plan attached with the said allotment Letter dt. 07.05.2021, as per which the following milestones were set as:

- (i) Within 10 Days of Booking: Rs. 50,000/- of TSV
- (ii) Within 25 Days of Booking: 99.48% of the Total sale Value, i.e., Rs. 95,70,855/-

The said payment plan was completely different from what was agreed at the time of booking in the year 2021.

XIV. That again, the undated letter, duly signed by the respondent no. 1, a different payment plan was mentioned, as per which, the following were the milestones:

- (i) On or before 20th july 2020 Rs. 89,35,348/-
- (ii) On application of oc Rs. 67,403/-
- (iii) On notice of offer of possession Rs. 10,00306/-

XV. Furthermore, as per the said (undated) letter, the respondent no.1 had further admitted that the complainant was entitled for a monthly rebate amount of Rs. 93,178/- on completion of booking formalities and from the date of payment of Rs. 89,35,348/-, which they had paid until November 2020, but had added that this will end from the date of

application of OC, which was irrational and without any foundation. Furthermore, the undated letter stipulated that the complainant shall further be entitled for post-handover amount @ Rs. 88/- per sq. ft. per month, from the date of notice of Offer of possession till the execution of first lease agreement or completion of 3 years from the date of notice of offer of possession, whichever is earlier. This was, and remains, wholly irrational, arbitrary and without any foundation.

XVI. That the illegal conducts of the respondent are clearly evident from the very fact that the complainant had booked the unit way back in the year 2019, however, the respondents had issued the welcome letter & allotment letter, both dated 07.05.2021, i.e., 2 years after the date of booking, and after accepting more than 90% of the total sale consideration. The prima facie difference in the payment Milestones as mentioned in the allotment letter dt. 07.05.2021, & the undated Letter, itself is the proof of gross misconducts of the respondents.

XVII. That the complainant was extremely shocked and surprised to see such one-sided and biased terms of the said undated letter, the complainant had already paid the substantial amount of Rs. 90,50,000/- to the respondents, had his assured return abruptly stopped several months earlier thereby facing significant hardship, and thus, was not in the position to challenge or object to the highly arbitrary, biased and one-sided terms of the respondents, but to succumb to their illegal conducts. The complainant questioned the demand invoice raised vide allotment letter dt. 07.05.2021, as the complainant had already made the payment of Rs. 90,50,000/- till then., to which, the representative of the respondent no.3 assured the complainant that a fresh demand letter will be sent to him soon. On 11.06.2021, demand note dt. 12.05.2021

was shared with the complainant on whatsapp, raising a demand of Rs. 1,19,802/- as IFMS Charges. On 12.06.2021, the respondents raised the demand of Rs. 12,47,457/- towards final demand, Through WhatsApp, claiming that the unit is ready for handing over possession, thus, the demand was duly paid by the complainant.

XVIII. That on 22.06.2021 & 28.06.2021, the respondents shared copies of bba & possession handover documents simultaneously, after receiving the entire sale consideration, which is a clear violation of Section 13 of the Real Estate (Regulation & Development) Act, 2016. On 09.08.2021, BBA was executed between the complainant and the respondent no. 1 & 2, after the complainant had already paid the entire sale consideration. However, the duly executed copy of the BBA has not been provided to the complainant till date.

XIX. That the respondent kept on pestering the complainant to sign the possession handover letter only then the post-handover assured rental will commence, the complainant, having already paid the entire sale consideration, and given that the pre-possession assured rentals were already stopped by the respondent company way back in december 2020, on 27.08.2021, the complainant signed on the dotted lines as demanded by the respondent companies. Thereafter, on 18.01.2023, conveyance deed was executed between the complainant & the respondent no.1 & 2.

XX. That That the respondent paid the supposed post OC Assured rentals of Rs. 70,820/- per month till July 2024, thereafter, the respondent started to make dilly-dallying excuses and never gave a clear answer to the Complainant's queries. The complainants sent several

communications regarding the delay in leasing of the unit however the respondent kept on ignoring the requests made by the complainants.

- XXI. That the complainant had recently visited the project site and was flabbergasted to see that that only the super structure of the project is standing, however, the entire internal works were incomplete, there was not even proper electricity connection or drainage system at the project site, rendering it completely inhabitable.
- XXII. This further raises the very important question that how the respondent company was able to get occupation certificate for such barren, incomplete and inhabitable unit, in the first place. Furthermore, the fact that even after 3 years of obtaining occupation certificate, the respondents are unable to lease-out the unit in question further proves that the unit is still not ready till date.
- XXIII. That the respondent have played a fraud upon the complainant and have cheated him fraudulently and dishonestly with numerous false promise of guaranteed assured return and guaranteed minimum payment after lease. Hence, the complainants being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the Respondent is filing the present complaint. It is stated that the present complaint is within the prescribed period of limitation. The complainant has not filed any other complaint before any other forum against the erring respondent and no other case is pending in any other court of law.

C. Relief sought by the complainant:

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

- i. Direct the respondent to pay assured return @ Rs 95,140/- per month till the time of execution of first lease agreement, as promised

- at the time of booking or alternatively @ Rs 93,178/- per month as in fact paid initially.
- ii. Direct the respondents to pay the arrears of outstanding assured returns along with interest till the leasing out of complainant's unit.
 - iii. Direct the respondents to lease-out the unit in question at the earliest, and once leased, pay @ minimum rate of Rs. 88/- per sq. ft. per month, with prior consent of the complainant.
 - iv. Restrain the respondent from creating third party right/ leasing out of said unit without prior consent of the complainant.
 - v. Direct the respondents not to raise any illegal demand.
 - vi. To suspend the RERA registration of the project in question for sheer violations of the provisions of the Rera (R&D), Act, 2016.
 - vii. To put a stay on further sale of the project in question, in the interest of justice.
 - viii. To Freeze the bank accounts of the respondents immediately.
 - ix. Appoint a local commissioner due to the incompleteness of basic amenities in the project in question, as promised in the brochure, such incompleteness having resulted in failure to lease the property or even offer possession.
5. On the date of hearing, the authority explained to the respondents/promoters about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent no. 1 & 2

The respondents have contested the complaint on the following grounds:

- I. That the complainant herein being well aware of the respondents' good standing and reputation in the market and further having conducted his own independent due diligence through his real estate broker Elite Landbase Pvt. Ltd. approached the respondents expressing his interest in booking a residential apartment/commercial unit/office space in one of the project(s), developed by respondent no.1 and paid booking amount of Rs. 5,00,000/- which was duly acknowledged by the respondent no.1. Thereafter the respondent post discussions with the complainants as per their request had given them an option of selecting a ready to move in unit or a unit in one of its project where occupation certificate was about to be applied and the project was at the stage of final completion. The complainant showed interest in booking a service apartment in M3M My Den, part/phase of M3M Urbana which was duly acknowledged by respondent no. 1 vide acknowledgment letter. The complainant deposited the payments on his own free will and the same were acknowledged by respondent no. 1. The respondent as per the agreed terms paid the duly agreed monthly rebate amount to the tune of Rs. 6,52,250/- the complainant from 13-04-2020 to 01-12-2020 and the same was accepted by the complainant. Further, an amount of Rs. 55,908/- was credited to the complainant's account against the unit in question. Thus, the complainant has availed benefits in the form of rebate to the tune of Rs. 7,08,158/- from the respondent.
- II. That the occupation certificate for the present phase of the project was granted by the competent authorities on 24.02.2021 after due verification and inspection confirming that the building has been constructed in accordance with the approved layout plans. The complainant through his broker M/s. Elite Landbase (Respondent No.

3) applied for the allotment of a ready to move in service apartment in 'M3M My Den', part/phase/component of commercial colony 'M3M Urbana', Sector 67, Gurugram by submitting an application form. The complainant, of his own free will and volition, and after having duly read, understood, and accepted the terms and conditions stipulated in the application form, executed and signed the same. In due consideration of the complainant's commitment to make timely payments, respondent no. 1 allotted serviced apartment bearing no. MD/SA/0/12L/11 to the complainant vide allotment letter dated 21.04.2021. It is submitted that the cost of the unit for carpet area admeasuring 399.34 sq.ft. was Rs. 96,20,855/- plus other applicable charges.

III. That respondent no. 1 as per the payment plan opted by the complainant offered the possession of the service apartment as per agreed terms vide notice of offer of possession and requested the complainant to pay the remaining amount towards the sale price of the serviced apartment on or before 16.05.2021 (due within 25 of booking).

IV. Since the complainant failed to make the complete payment of the outstanding dues raised vide the aforesaid demand letter, the respondent no. 1 issued pre-cancellation notice dated 18.05.2021 requesting the complainant to remit the overdue payments along with the applicable interest with in a period of 15 days from this letter failing which the respondent shall be constrained to cancel the allotment/booking of the unit. Post the issuance of the pre-cancellation letter dated 18.05.2021, the complainant approached the respondent no. 1 and requested to cancel the expression of interest and transfer the amount paid to it after necessary deductions towards the unit in

question i.e. MD/SA/0/12L/11 in "M3M My Den". Pursuant to the request of the complainant, the respondent no. 1 had cancelled the expression of interest and agreed to transfer an amount of rs. 82,91,842/- towards the unit in question. Accordingly, the respondent herein facilitated the transfer of funds on 30.06.2021 of Rs. 82,91,842/- towards the serviced apartment in question i.e. MD/SA/0/12L/11 and the issued receipts towards the same.

V. After constant follows ups with the complainant, the buyer's agreement was executed between the parties on 09.08.2021. The buyer's agreement sets out the rights and liabilities of the parties. In view of the booking and complainant's commitment to make timely payments, respondent no. 1, vide acknowledgement letter dated 11.08.2021, offered a monthly post-handover amount to the complainant, subject to the terms and conditions specified thereinunder.

VI. That thereafter, the complainant executed the indemnity-cum-declaration on his own free will and consent. The complainant by executing the said document confirmed that the same are in accordance with the terms of the BBA. The complainant further also agreed that they have no claims or demands of any nature whatsoever against the company. Subsequent to the settlement of all outstanding dues, the respondents duly delivered the possession of the unit in question to the complainant on 27.08.2021. The complainant had earlier communicated via email that, owing to the prevailing Covid 19 pandemic, he was unable to execute the possession indemnity in person and would do so upon his return to India, when the Covid situation improves. Notwithstanding this, the complainant, exhibiting undue eagerness and out of sheer greed, requested that the handover letter be

shared through email so that the post possession handover can commence. In compliance thereof and as per the request of the complainant, the handover letter was forwarded to the complainant via email on 27.08.2021, and duly signed and scanned copy thereof were received in return from the complainant. It is submitted that all the documents were executed by the complainant on his own free will and understanding.

- VII. That the respondent as per agreed terms of the acknowledgment letter dated 11.08.2021 remitted an amount of Rs.28,33,901/- including TDS of Rs. 2,83,393/- towards post-handover in terms of clause 4 through RTGS.
- VIII. Thus, the respondent herein has complied with its obligations under clause 4 of the acknowledgment letter dated 11.08.2021 by paying post-handover from July, 2021 to July, 2024.
- IX. That the deed of conveyance for the unit in question was executed on 18.01.2023, and therefore, the complainant is estopped from raising such frivolous and false allegations at this later stage. The said conveyance deed was duly registered vide vasika no. 12470 before the Sub-Registrar of Assurances, Gurugram, Haryana.
- X. That the respondent no. 1 company, vide email dated 09.01.2024, informed the complainant that the company was in discussions with ihg hotels regarding the leasing of the unit in question and assured that the complainant would be updated as soon as any development occurred.
- XI. That the respondent no. 1, vide email dated 07.08.2025, informed the complainant that they had received a leasing proposal from a brand and duly apprised the complainant of the tentative terms, which were still under negotiation.

XII. Hence, the complainant is not entitled to approach this Hon'ble Authority by filing the instant complaint. The filing of the present complaint by the Complainant is nothing but than an afterthought on part of complainant to extract money on basis of false, frivolous and distorted facts. It is thus submitted that the complainant herein, who has filed a malafide Complaint with false facts with sole intention to unjustly enrich himself, cannot be entitled to seek any relief sought from this Hon'ble Authority.

6. All other averments made in the complaints were denied in toto.
7. That the respondent no. 3 i.e Elite Landbase Private Limited has never filed any reply. One chance was given on 16.10.2025 to file the reply on behalf of respondent no.3 Since no reply is filed till date in the Authority, therefore, the Authority hereby struck off the defence of the respondent no. 3 and proceeds ex parte on behalf of respondent no. 3.
8. 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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

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, 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

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 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.

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 complainants at a later stage.

F. Maintainability of the complainant:

10. That in the present case in hand the allottee was allotted the service apartment MD/SA/O/12L/1, 12th floor admeasuring 688.38 in the project of the respondent namely M3M MyDen in M3M Urbana, Sector-67, Gurugram vide allotment letter dated 07.05.2021. Thereafter agreement for sale was executed between the parties on 09.08.2021. As per clause 7.1

of the agreement subject to receipt of the total consideration and other charges by the allottees along with interest for delay payment as may be applicable thereon, call upon the allottee in writing to take possession of the unit.

11. That the occupation certificate was obtained on 24.02.2021 and on 28.06.2017 and the apartment was handed over to the allottee on 27.08.2021. Also, the conveyance deed dated 18.01.2023 was also executed between the parties in respect of the said unit. The complainant has filed the present complaint on 07.04.2025.

12. The conveyance deed is a legal document that transfers the title of property from one party to another, signifying the completion of the property transaction especially regarding payments related to the purchase price, taxes, registration fees, and any other contractual financial commitments outlined in the agreement. However, despite the conclusion of the financial obligations, the statutory rights of the allottee persist if any provided under the relevant Act/Rules framed thereunder. Execution of conveyance deed is a sort of entering into a new agreement which inter alia signifies that both parties are satisfied with the considerations exchanged between them, and also that all other obligations have been duly discharged except the facts recorded in the conveyance deed. The said clause reproduced below as:

That the Vendee has already taken the physical possession of the said unit after having inspected and being fully satisfied himself/herself/themselves/itself and confirms that the construction of the said Unit as well as of Project 'M3M My Den' has been carried out on a part of the Said Land with clear title and in accordance with the sanctioned plans and as per the agreed specifications and are in good order and condition. The Vendee further confirms that before

taking over physical possession of the said Unit the Vendee has inspected/checked and verified all material aspects and has no complaints/claims in this regard including but not limited to Carpet Area/Super Area of the said Unit, all amenities, quality of construction, workmanship, specifications of the said Unit and installations thereof, materials, fittings and fixtures used and/or provided therein and all services rendered and/or to be rendered and that the Vendee has no objection, complaint or claims with respect to the, same. The Vendee has independently satisfied himself/ herself / themselves/ itself that the construction as also various installations in the said Unit and Project 'M3M My Den'/ Commercial Project has been provided in accordance with the requisite drawings and specifications and are in good order and condition. The Vendee assures the Vendor that he/ she/ they/ it shall not raise any objection or make any claim against the Vendor in respect of any item of work which may be alleged to have been and/or not have been carried out or completed and/or for any other reason whatsoever and such claim and/or objection, if any, shall be deemed to have been waived off by the Vendee.

13. It is pertinent to mention here that complainant took the possession and got the conveyance deed executed, without any demur, protest or claim. The complainant has neither raised any grievance at the time of taking over the possession or at the time of execution of the conveyance deed, nor reserved any right in the covenants of the conveyance deed, to claim any other charges. Also it is a matter of record that no allegation has been levelled by the complainant that conveyance deed has been got executed under coercion or by any unfair means.

14. The Authority is of view that after the execution of the conveyance deed between the complainant and the respondent, all the financial liabilities between the parties come to an end except the statutory rights of the allottee including right to claim compensation for delayed handing over of

possession and compensation under section 14 (3) and 18 of the RERA Act, 2016. In view of the above, the complainant cannot press for any other relief with respect to financial transaction between the parties after execution of conveyance deed except the statutory obligations specifically provided in the Act of 2016.


15. In view of the above, the complaint is not maintainable and is hereby dismissed with liberty to the complainant to seek appropriate remedies before the appropriate forum in accordance with law.

16. The complaint stands disposed of.

17. Files be consigned to registry.



(Phool Singh Saini)
Member



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 20.01.2026

HARERA
GURUGRAM