

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

Complaint no. : 4773 of 2025
Date of complaint : 12.09.2025
Date of order : 30.01.2026

Saroj,
R/o: - Flat no. 101B, CGH-81,
Gulmohar Apartment, Near Hongkong Bazar,
Sector-56, Gurugram.

Complainant

Versus

M/s Manglam Multiplex Private Limited
Having Regd. Office at: - Cabin-1, LGF, F-22,
Sushant Lok Phase-1, Gurugram-122002.

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
B.L Jangra (Advocate)
Shriya Takkar (Advocate)

**Complainant
Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the 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 complainant, 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 65 th Avenue, Sector-103, Gurugram
2.	Nature of the project	Commercial complex
3.	Area of the project	14.4125 acres
4.	Date of Allotment dated	08.02.2018 (page 38 of reply)
5.	Unit no.	R7 UG 07, Upper Ground Floor, Block 7 (page 38 of reply)
6.	Unit area	256.02 sq. ft. (carpet area) 530.41 sq. ft (super area) (page 38 of reply)
8.	Builder buyer agreement executed on	25.01.2019 (page 51 of reply)
9.	Endorsement in favour of complainant	02.07.2021 (page 121 of reply)
10.	Possession clause	7. POSSESSION OF THE UNIT 7.1 Schedule for possession of the said Unit: - <i>The Developer agrees and understands that timely delivery of possession of the Unit along with the car parking space(s), if any, to the Allottee and the Common Areas to the Association of Allottee or the competent Authority, as the case may be, as provided under the Act and Rules 2(1)(f) of the Rules, 2017, is the essence of the Agreement</i>
11.	Due date of possession	30.06.2022



		(Commitment period as declared by the respondent for completion of project while registering the project with the Authority)
12.	Total sale consideration	Rs.99,31,366/- (page 93 of complaint)
13.	Amount paid by the complainant	Rs.23,77,686/- (as per SOA on page 130 of reply)
14.	Occupation certificate received on	30.09.2021 (page 125 of reply)
15.	Notice for offer of possession	25.10.2021 (Page 128 of complaint)
16.	Pre-cancellation notice dated	10.01.2022 (page 135 of reply)
17.	Cancellation letter dated	03.02.2022 (page 136 of reply)

B. Facts of the complaint

3. The complainant has made the following submissions:

- I. That the complainant was issued an allotment of unit no. R7 UG 07 in the project "M3M 65TH Avenue" situated at Sec-65 Gurugram by the respondent. The complainant submits that she suffered from cancer in the year 2021 and on account of treatment of the same she has to bear expense for the treatment of cancer. The complainant was unable to pay the cost of the unit and had requested the respondent to cancel the allotment of the unit and refund the amount but the respondent neglected the genuine request hence the present complaint before the Hon`ble Authority for intervention and direction to the respondent to refund the entire amount along with interest as per RERA Rules.
- II. That the complainant submits that she was suffered from cancer and on account of medical expenses and treatment of Cancer was unable to pay remaining sale consideration to the respondent. It is submitted



that the unit was booked against BSP of Rs.81,65,132/- out of which sum of Rs.23,77,686/- was paid by the complainant. It is relevant to mention here that the said unit was initially booked by M/S Hare Krishna Furnishing Pvt. Ltd. in the year 2017 by making booking payment of Rs.1,00,000/-. Subsequently thereto in the year 2021, said unit was purchased by the complainant. In this regard the respondent issued transfer of ownership letter dated 02.07.2021 confirming receipt of payment Rs.23,77,686/-.

- III. That in the year 2017, the respondent through sales team approached the original/first allottee, M/s Hare Krishna Furnishing Pvt. Ltd. and claimed to be leading developer in the real estate business. Further, the respondent represented that a project namely "M3M 65TH Avenue" Sec-65, Gurugram has been launched under the flag of M3M and started booking of the unit in the said project. The respondent claimed that the project will be completed within 3 years.
- IV. That M/s Hare Krishna Furnishing Pvt. Ltd. purchased the commercial space bearing no. R7 UG 07 located on upper ground in the Block- 7 having super area of approx. 530.41 sq. ft. and having carpet area 256.02 sq. ft. in the project namely "M3M 65TH AVENUE", Sector -65, Village Maidawas Gurugram against basic sale consideration of Rs.81,65,132/-. The respondent had issued an allotment/welcome letter dated 8th February 2018.
- V. That it is pertinent to mention here that the present complainant had purchased the said unit from the original/first allottee and said transfer was duly endorsed by the respondent vide endorsement dated 02.07.2021 in favour of the complainant whereby sale consideration Rs.23,77,686/- was duly acknowledged and received from the complainant. Post transfer to the said commercial space the



complainant has the same rights and interest as that of original allottee.

- VI. That after transfer of the said commercial space, the complainant suffered from cancer hence unable to make rest payment to the respondent. The complainant and his husband have to incur on treatment of the same. The complainant was admitted in the Artemis and Medanta Hospital.
- VII. That the complainant visited to the office of respondent and showed her inability to make rest payment on account of cancer and revealed report of cancer and requested the respondent to cancel the unit and refund the paid amount but the respondent neglected the same.
- VIII. That it is relevant to mention here that the buyer agreement and offer of possession were sent by the respondent but the same was not signed due to illness of the complainant. No specific possession clause mentioned in the agreement. The complainant submits that the unit has already been sold out to some third party but no amount was paid to the complainant thereby no loss be caused to the respondent. Moreover, as per the agreement sent by the respondent, if the complainant does not wish to continue the respondent should have returned the paid amount. The complainant is in dire need of money on account of cancer but respondent failed to refund without any reason.
- IX. That for the reason stated above, the complainant has left with no other efficacious remedy available except to file the present complaint before the Hon`ble Authority for seeking refund with interest along with statutory penalty for wilful breach..

C. Relief sought by the complainant:

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



- I. Direct the respondent to refund the paid-up amount along with interest at prescribed rate.
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. Reply by the respondent

6. The respondent has contested the complaint on the following grounds:
 - i. That the unit of the complainant was cancelled vide cancellation letter dated 03.02.2022 due to non-payment of outstanding dues despite issuance of various reminders and pre-cancellation letter. The complainant ought to have approached the Authority within 3 years from the date of cancellation of allotment. Since, the complainant has approached the Authority after the expiry of prescribed period of limitation for filing the present complaint, hence the same is liable to be dismissed on this ground alone.
 - ii. That the original allottee i.e. M/s Hare Krishna Furnishing Pvt. Ltd. after conducting its own due diligence and independent enquiries through its broker Asset Deal applied for booking of a unit in the Project "M3M 65TH Avenue" which is the commercial component of the mixed land use development being undertaken by respondent vide Application Form and paid an amount of Rs.1,00,000/- towards part booking amount. It is submitted that the original allottee on its own free will and understanding and after having read and understood all the terms of the application form, duly signed the application form. In due consideration of the amount deposited by the original allottee and its commitment to comply with the terms of the booking/allotment and make timely payments of demands, the original allottee was allotted commercial unit bearing no. R7 UG 07 vide allotment letter



- dated 08.02.2018. The cost of the unit for carpet area admeasuring 256.02 sq. ft. was Rs.88,47,769/- plus other charges. It is submitted that the original allottee, on its own free will and after due understanding of the legal import and effect had opted for the specific payment plan. That as per the payment plan opted by original allottee, the respondent raised the demand vide demand letter dated 08.02.2018 and requested the original allottee to deposit an amount of Rs. 8,23,046/- on or before 10.02.2018.
- iii. That the original allottee upon its free will and volition paid an amount of Rs.20,00,000/- vide cheque dated 11.12.2018 against the demand raised which was duly acknowledged by the respondent vide receipt dated 11.12.2018
- iv. That as per the payment plan opted by the original allottee, the respondent raised the demand of Rs. 2,77,686/-vide after adjusting the advance amount paid by the original allottee, which was payable on or before 15.02.2018. The buyer's agreement was executed between the original allottees and the respondent on 25.01.2019 and the same was duly registered vide vasika no. 12308. The buyer's agreement consists of the rights and liabilities of both the parties. Since, the original allottee failed to clear the outstanding dues, the respondent issued reminder-I vide reminder letter dated 25.10.2019 and reminder-II vide reminder letter dated 28.11.2019 requesting the original allottee to clear its pending dues along with interest. Thereafter, the original allottee and the subsequent allottee i.e. M/s Hare Krishna Furnishing Pvt. Ltd. and the complainant respectively vide joint request letter dated 25.03.2021 requested that the unit in question be transferred in the name of the complainant. Vide the said request, the complainant expressly undertook to be bound by the



terms and conditions of the application form/buyer's agreement and agreed to pay the entire sale consideration along with applicable charges. The original allottee and subsequent allottee i.e. complainant also executed an Indemnity bond. On completion of necessary formalities, the respondent transferred the independent floor in question in favour of the complainant.

- v. That thereafter, the respondent, the original allottees, and the complainant entered into an assignment agreement dated 25.03.2021, wherein it was agreed that the original allottees transferred and released all their responsibilities, duties, and obligations under the buyer agreement, together with all rights, entitlements, benefits, and interests therein, on an "as is where is" basis in favour of the complainant. It was further agreed between the parties, under Clause 2.5 of the assignment agreement, that the commitment period for the unit shall be construed as June 2022. It is further submitted that the complainant accepted the said assignment strictly subject to the same terms, conditions, and liabilities applicable to the original allottees. Thus, the complainant was a subsequent purchaser of the unit in question and purchased the unit after duly verifying all facts. The complainant had, therefore, stepped into the shoes of the original allottees. It was further agreed that and no fresh or additional obligations whatsoever accrued against the respondent.
- vi. That the original allottee, thereafter paid an amount of Rs.2,77,685/- which was duly acknowledged by the respondent vide receipt dated 16.04.2021. Accordingly, all the documents pertaining to the unit in question i.e. allotment letter and the receipts were duly endorsed in favour of the complainant vide letter dated 02.07.2021 confirmed that the unit in question stands transferred in the name of the complainant.



Pursuant to the complainant's request for execution of a fresh buyer agreement with the respondent company, the respondent company, vide its cover letter dated 14.07.2021, duly forwarded triplicate copies of the said buyer agreement to the complainant for execution at her end. It is pertinent to mention that, at that time, the respondent company had already clarified that, since the assignment agreement stood executed and all documents pertaining to the unit had been duly endorsed in the complainant's name, there was no necessity to execute a fresh buyer agreement. However, solely upon the complainant's insistence and in keeping with its customer-oriented approach, the respondent company nevertheless issued the fresh copy of the buyer agreement. However, despite the aforesaid communication and the respondent company having duly sent the triplicate copies of the buyer's agreement for execution, the complainant failed to come forward to execute the said agreement. It is further submitted that the said buyer's agreement dated 25.01.2019 and the assignment agreement dated 25.03.2021 executed between the complainant and the respondent company also continues to remain valid and subsisting. Thus, the parties herein are bound by the terms of the buyer's agreement dated 25.01.2019 and assignment agreement dated 25.03.2021.

- vii. That the respondent fulfilled its promise and completed the construction of the present phase much before the agreed timeline by investing its own funds. The respondent completed the construction of the project much prior to the agreed timeline and thus applied for the grant of Occupation Certificate on 30.04.2021. The Occupation Certificate for the present phase was granted by the competent authorities on 30.09.2021 after due verification and inspection.



- viii. That the unit was ready and the respondent vide letter dated 25.10.2021 offered possession to the complainant herein and requested the complainant to remit the outstanding dues of Rs.75,29,302/- on or before 24.11.2021 along with maintenance charges and take possession of the unit in question which was ready and complete.
- ix. That the respondent being a customer-oriented company and as a goodwill gesture gave the complainant a one-time discount/rebate for an amount of Rs. 3,45,617/- on 15.11.2021.
- x. That the complainant in violation of her contractual obligations miserably failed to remit any amount towards the dues communicated vide the offer of possession, therefore the respondent company left with no other alternative, issued pre-cancellation notice dated 10.01.2022 calling upon the complainant to make the payment of the outstanding dues within 15 days from the date of this letter, failing which the respondent shall be constrained to cancel the allotment of the unit.
- xi. That despite the issuance of abovementioned pre-cancellation letter the complainant herein failed to take advantage of this opportunity to come forward to clear their dues, as a consequence of which the respondent was constrained to terminate the allotment of the complainant vide cancellation notice dated 03.02.2022 and forfeit the amount deposited.
- xii. That pursuant to cancellation of the unit, the respondent had re-allotted it to one Mr. Kunal Sharma, vide allotment letter dated 01.06.2022 and thus, the complainant has no privity of contract with the with the answering respondent and has no right, title or interest in the unit in question.



7. 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 submissions made by the parties.

E. Jurisdiction of the authority

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject-matter jurisdiction

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

Section 11.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.



11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Findings on the relief sought by the complainant.

F.I Direct the respondent to refund the paid-up amount along with interest at prescribed rate.

12. The complainant has submitted that M/s Hare Krishna Furnishing Pvt. Ltd. purchased the commercial space bearing no. R7 UG 07 located on upper ground in the Block- 7 having super area of approx. 530.41 sq. ft. and having carpet area 256.02 sq. ft. in the project namely "M3M 65TH AVENUE", Sector -65, Gurugram against basic sale consideration of Rs.81,65,132/-. The present complainant had purchased the said unit from the original/first allottee and said transfer was duly endorsed by the respondent vide endorsement dated 02.07.2021 in favour of the complainant whereby sale consideration Rs.23,77,686/- was duly acknowledged and received from the complainant. The complainant visited to the office of respondent and showed her inability to make rest payment on account of cancer and revealed report of cancer and requested the respondent to cancel the unit and refund the paid amount but the respondent neglected the same. The respondent has submitted that it has completed the construction of the project much prior to the agreed timeline and has obtained the Occupation Certificate for the present phase from the competent authorities on 30.09.2021. The unit was ready and the respondent vide letter dated 25.10.2021 offered possession to the complainant and requested her to remit the outstanding dues of Rs.75,29,302/- on or before 24.11.2021 along with maintenance charges. However, the complainants did not come forward to clear their outstanding dues, therefore the respondent issued a pre-cancellation letter dated 10.01.2022 calling upon the complainant to



make the payment of the outstanding dues within 15 days from the date of this letter, failing which the respondent shall be constrained to cancel the allotment of the unit. Despite the issuance of abovementioned pre-cancellation letter, the complainant failed to take advantage of this opportunity to come forward to clear their dues, as a consequence of which the respondent was constrained to terminate the allotment of the complainant vide cancellation notice dated 03.02.2022 and forfeit the amount deposited. Now, the question before the authority is whether the cancellation issued vide letter dated 03.02.2022 is valid or not.

13. On consideration of documents available on record and submissions made by both the parties, the Authority is of the view that on the basis of provisions of allotment, the complainants have paid an amount of Rs.23,77,686/- against the total sale consideration of Rs.99,31,366/-. As per the payment plan agreed between the parties vide buyer's agreement dated 25.01.2019 (endorsed in favour of complainant on 02.07.2021), the complainant was obligated to make 74% of BSP plus other charges amounting to Rs.75,53,679/- within a period of 30 days from the date of offer of possession. As per record, the occupation certificate for the phase in question was obtained by the respondent on 30.09.2021 and thereafter possession of the unit was offered to the complainant on 25.10.2021. However, the complainant did not come forward to clear the outstanding dues, therefore the respondent was constrained to issue pre-cancellation letter dated 10.01.2022, giving last and final opportunity to the complainant to comply with her obligation to make payment of the amount due, but the same having no positive results and ultimately leading to cancellation of unit vide letter dated 03.02.2022. Section 19(6) of the Act of 2016 casts an obligation on the allottees to make necessary payments in a timely manner. Hence,



cancellation of the unit in view of the terms and conditions of the payment plan annexed with the buyer's agreement dated 25.01.2019 is held to be valid. But while cancelling the unit, it was an obligation of the respondent to return the paid-up amount after certain deductions as prescribed under the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 2018, which provides as under:

"5. AMOUNT OF EARNEST MONEY

Scenario prior to the Real Estate (Regulations and Development) Act, 2016 was different. Frauds were carried out without any fear as there was no law for the same but now, in view of the above facts and taking into consideration the judgements of Hon'ble National Consumer Disputes Redressal Commission and the Hon'ble Supreme Court of India, the authority is of the view that the forfeiture amount of the earnest money shall not exceed more than 10% of the consideration amount of the real estate i.e. apartment /plot /building as the case may be in all cases where the cancellation of the flat/unit/plot is made by the builder in a unilateral manner or the buyer intends to withdraw from the project and any agreement containing any clause contrary to the aforesaid regulations shall be void and not binding on the buyer."

14. Thus, keeping in view the aforesaid legal provisions and the facts detailed above, the respondent was liable to refund the deposited amount of Rs.23,77,686/- after deducting 10% of the sale consideration i.e., Rs.99,31,366/- being earnest money along with an interest as prescribed under Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 on the refundable amount, from the date of cancellation i.e., 03.02.2022 till actual refund of the amount.
15. However, the respondent, vide proceedings dated 30.01.2026 has placed on record a calculation sheet reflecting the refundable amount after making the permissible deductions and including interest as per the applicable legal provisions, and submitted that, in accordance therewith, a sum of Rs.19,84,209/- was payable to the complainant as on date. Notwithstanding the same, as a gesture of goodwill, and



considering the medical condition of the complainant, who is stated to be suffering from cancer, the respondent company refunded the entire paid-up amount of Rs.23,77,686/- to the complainant vide transaction dated 22.01.2026. Considering the above, it is determined that no further amount remains payable to the complainant. Accordingly, the present complaint stands disposed of.

16. File be consigned to registry.

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 30.01.2026