

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

Complaint no: 1474 of 2025
Order reserved on: 12.02.2026
Date of decision: 19.03.2026

Saroj Devi

R/o: House No. 593, VPO- Khera Khurd, Near PNB Bank,
Near Sector-29, Rohini Delhi-110082, India

Complainant

Versus

M/s Roshni Builders Pvt Ltd

Registered address: 6th Floor, M3M Tee Point, North
Black, Sector-65, Gurugram-122101, Haryana

Respondent

CORAM:

Shri Phool Singh Saini

Member

Appearance:

Mr. Harshit Goyal (Advocate)

Complainant

Ms. Shriya Takkar (Advocate)

Respondent

ORDER

1. The present complaint has been filed on 28.03.2025 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 as provided under the provision of the Act or the rules and regulations made there under or to the allottee as per the memorandum of understanding executed *inter se*.



A. Project and unit 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, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details		
1.	Name of the project	"M3M Broadway, Sector- 71, Gurugram.		
2.	Project area	7.84875 acres		
3.	Nature of the project	Commercial Complex		
4.	DTCP license no. and validity status	71 of 2018 dated 25.10.2018 valid till 24.10.2023		
5.	Name of licensee	Roshni Builders Pvt. Ltd., Highrise Propbuild Pvt. Ltd		
6.	RERA Registered/ not registered	31 of 2018 dated 14.12.2018 valid up to 31.10.2023 stands subsumed in 44 of 2023 dated 02.03.2023 valid up to 03.04.2024		
7.	Unit no.	R1 K 206, 2 nd floor & Block-1 (As per page no. 17 of the complaint)		
8.	Unit area	155 sq. ft. (Carpet area) and 852.08 sq. ft. (super area) (As per page no. 17 of the complaint)		
9.	Welcome letter	16.07.2022 (As per page no. 16 of the complaint)		
10.	Allotment letter	16.07.2022 (As per page no. 17 of the complaint)		
11.	Date of execution of agreement for sale/BBA	Not on record		
12.	Due date of possession	Not required as ready to move-in property was allotted to the complainant		
13.	Payment Plan	Name of Instalment	Payment Plan	Grand Total (amount in Rs.)
		On Booking	1.06% of TCV	1,00,000/-
		Within 30 Days of Booking	98.94% OF TCV	92,96,738/-
		Total		93,96,738/-
14.	Total sale consideration	Rs.93,96,738/-		

		(As per payment plan on page no. 19 of the complaint)
15.	Amount paid by the complainant	Rs.1,00,000/- (As per documents and submissions available on record.)
16.	Occupation certificate	13.12.2021 (As per page no. 11 of the complaint)
17.	Offer of possession	30.07.2022 [Page 76 of reply]
18.	Demand letter	02.07.2022 (As per page no. 40 of the complaint)
19.	Pre cancellation notice	02.08.2022 (As per page no. 42 of the complaint)
20.	Cancellation letter	17.08.2022 & 25.01.2023 (As per page no. 43 of the complaint & b 88 of reply)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- i. The respondent company issued welcome letter dated 16.07.2022 in favour of complainant in respect of booked unit bearing no R1 K 206, 2nd floor, block 1 measuring super area of 852.08 sq. ft. at real estate project in question namely M3M Broadway, Sector 71, Gurgaon.
- ii. The respondent company issued allotment letter dated 16.07.2022 in favour of complainant in respect of booked unit. In spite of receipt of total sale consideration, the respondent company failed to execute and register builder buyer agreement in favour of complainant.
- iii. As per RERA registration certificate bearing no.44 of 2023 of real estate project namely 'M3M Broadway', this Authority had prescribed following bank account bearing no 918020113813188 at Axis Bank Limited at Sector 40, Gurugram for collection of sale consideration from allottees of the project.



- iv. The complainant had already paid sale consideration of Rs.79,50,000/- out of agreed total sale consideration of Rs.94,43,238/- in favour of respondent company bank account prescribed by this Authority.
- v. That the respondent company had also unlawfully accepted and induced remaining sale consideration from relatives of allottees namely Mr. Kapil Mann son of Saroj Devi and Mr. Jagbir Singh husband of Saroj Devi in Bank Accounts of sister concern company namely M3M India Private Limited which is in clear violation of terms and conditions of RERA registration certificate.

Reference No.	Date	Mode of Payment	Amount
093092	21.06.2021	Card Swipe from Kapil Mann	3,00,000/-
574011	21.06.2021	Cheque from Jagbir Singh	5,00,000/-
574012	21.06.2021	Cheque from Jagbir Singh	2,00,000/-
Total			Rs 10,00,000/-

- vi. That the respondent company had also accepted and induced additional payments from complainant credited in bank accounts of respondent sister concern company namely M3M India Private Limited which is in clear violation of terms and conditions of RERA registration certificate.

Reference No.	Date	Mode of Payment	Amount
SBINR5202110126463061	12.10.2021	RTGS	Rs 25,00,000/-
SBINR52021101647028372	16.10.2021	RTGS	Rs 53,50,000/-
Total			Rs. 78,50,000/-

- vii. The respondent company had issued unlawful offer of possession cum demand letter along with statement of accounts seeking unlawful sale consideration demand of Rs.93,43,238/-.
- viii. In-spite of receipt of sale consideration, the respondent company issued illegal and unlawful pre-cancellation notice dated



- 02.08.2022 seeking unlawful sale consideration demand of Rs.93,43,238/- along with interest of Rs.8,429/-in respect of booked unit.
- ix. Thereafter, the respondent company issued illegal and unlawful cancellation notice dated 17.08.2022 in respect of booked unit on grounds of non-payment of unlawful sale consideration demand mentioned in pre cancellation notice dated 02.08.2022 referred above.
- x. On the other hand, the respondent company had forcefully and unlawfully refunded sale consideration received from complainant and his relatives without lawful consent to escape from liability to deliver possession.
- xi. That respondent company has failed to refund Rs.1,00,000/- sale consideration till date and same is still lying with respondent company.
- xii. The respondent company had promised to pay assured return of 24% per annum for a minimum period of 2 years from date of booking till date of notice of offer of possession along with occupation certificate in favour of complainant. The respondent company had failed to pay said assured return till date.
- xiii. The respondent company had also promised to pay assured lease return of Rs.90 per sq ft per month of super area from date of notice of offer of possession till date of execution of first lease or completion of 3 years whichever is earlier. The respondent company had failed to said assured lease return till date.
- xiv. The complainant had sent email dated 28.05.2023 to respondent company seeking pending assured return and actual lease rental in respect of booked unit.



- xv. The complainant broker namely M/s Chawla and Bhasin Co. had sent email dated 20.10.2021 to respondent company seeking pending assured return and actual lease rental in respect of booked unit.
- xvi. The respondent company had also issued email dated 10.10.2022 and email dated 14.10.2022 sharing offer of one time settlement amount of Rs.20,00,000/- in favour of complainant in return of pending assured return and lease return payable by respondent company to complainant.
- xvii. The respondent company has also charged unlawful loading of more 80% of original booked unit super area.
- xviii. The complainant is ready to pay original agreed sale consideration upon restoration of booked unit and payment of pending promised assured return.

C. Relief sought by the complainant: -

4. The complainant has sought following relief(s):
 - I. Direct the respondent to deliver physical possession of booked unit.
 - II. Direct the respondent to execute and register the conveyance deed of the booked unit.
 - III. Direct the respondent to set aside unlawful and illegal cancellation notice of booked unit dated 17 August 2022.
 - IV. Direct the respondent to pay accrued pending assured return amount
 - V. Direct the respondent to pay accrued pending lease return.
 - VI. To impose exemplary penalty upon respondent company for inducing sale consideration payments in non-RERA authorized Bank Accounts.



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 contested the complaint by filling reply dated 20.08.2025 on the following grounds: -

- i. That the respondent herein wants to bring to the kind knowledge of the Authority that the respondent company has been amalgamated with M/s M3M India Pvt. Ltd. vide order dated 04.10.2024 pursuant to the petition under section 233 and rule 25(5) by Ministry of Corporate Affairs, RD- Northern Region, PDIL Bhawan, Noida, PDIL Bhawan Ground Floor, A-14, Sector- 1, Uttar Pradesh - 201301 and therefore now there is no entity by name and style of M/s. Roshni Builders Pvt. Ltd. And M/s. M3M India Pvt. Ltd. Has been there in its place.
- ii. The present reply for and on behalf of the respondent is being filed by Shiney Saha, who has been duly authorized by the Board of Directors of the respondent company to sign and verify the present reply and to do all such acts ancillary thereto.
- iii. That the complainant has not approached the Authority with clean hands and has tried to mislead the Authority by making incorrect and false averments and stating untrue and/or incomplete facts and, as such, is guilty of *suppressio veri suggestio falsi*. The complainant has suppressed and/or mis-stated the facts which will be elaborated upon below, and as such, the complaint is an abuse of the process of law, apart from also being wholly misconceived. On this short ground alone, the complaint is liable to be dismissed.

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- iv. That the complainant has neither any cause of action nor any locus standi to maintain the present complaint against the respondent, especially when the unit is cancelled on the account of non-payment of the dues as demanded by the respondent upon the payment plan selected by the complainant itself.
- v. That the complaint filed by the complainant is baseless, vexatious and is not tenable in the eyes of law therefore the complaint deserves to be dismissed at the very threshold.
- vi. That the complainant had submitted an Expression of Interest (herein referred to as **EOI**) through her broker M/s. Chawala and Bhasin, with the then associate company M/s. M3M India Pvt. Ltd., it transpired that the complainant had for booking/allotment of multiple ready to move in residential apartments/commercial units in one of the projects developed by the respondent and paid an amount of Rs.78,50,000/- vide RTGS from her account and Rs. 10,00,000/- were payments made by the family member on behalf of the complainant.

I/We understand and agree that this EOI is merely my/our intent and desire to seek and obtain an allotment of a unit in the project wherein Occupation Certificate has been received, and that EOI and payment tendered by me/us and acknowledgement (if any) thereof by the company neither in any manner amounts to booking nor does it create any right or interest whatsoever in my/our favour in respect of any unit, nor shall it create any obligations on the company towards me/us nor it is any investment scheme.

*I/We agree and understand that this EOI only constitutes an offer/registration of EOI and is not an acknowledgement or promise of any allotment or any agreement. I/We understand and agree that by submitting this EOI, I/we do not become entitled to and eligible for the unit; **I shall visit your Sales Gallery so that available units, their final prices and site visit can be arranged so as to enable me to conclude the transaction; the allotment shall be at the***



company's discretion and subject to availability, execution of the application form and issuance of an allotment letter in due course of time and further execution of the agreement as per the applicable law. In the event, a unit is allotted to me/us, I/we agree to sign and execute all necessary documents and complete all formalities including but not limited to execution of standard agreement(s), affidavits, undertakings, declarations etc, and unequivocally agree to abide by the terms and conditions laid down therein. The allotment of a unit once made shall be final and binding on me/us. The amount tendered by me / us as above shall be adjusted towards the booking of the unit as finally allotted to me /us in the project and/or at our request in any other project of the company / its affiliates/ associates (at the relevant time) upon completion of all formalities as conveyed to me/us by the company.

- vii. The associate company post discussions with the respondent/complainant as per her request had given her an option of selecting a ready to move in unit or a unit in one of its projects where occupation certificate was about to be applied and the project was at the stage of final completion. Accordingly, the respondent issued an acknowledgment letter to freeze the tentative prices, wherein again it was clearly stated that the allotment of the units is subject to final selection of the unit and completion of the booking formalities by the complainant. The complainant was well aware about her duty to come forward to select the unit, confirm booking, complete all booking formalities. The complainant despite being well aware of her obligations, failed to come forward to complete the booking formalities. It is submitted that the respondent cannot be held liable for the wilful default of the complainant.
- viii. Since, the complainant failed to complete all booking formalities and execute all requisite documents as a result of which the said booking could not crystalize into allotment. Thus, no unit was



- ever allotted to the complainant. Complainant had paid an amount of Rs. 88,50,000/- against this particular transaction.
- ix. That without prejudice to its rights, the respondent being a customer-oriented company, to bring closure to the matter refunded the entire amount of Rs.81,50,000/- deposited by the complainant towards the EOI to the complainant on 02.12.2024 and Rs. 7,00,000/- was paid to the husband of the complainant who made the payment on behalf of the complainant on 02.12.2024 vide RTGS.
- x. That the complainant earlier had inadvertently paid an amount of Rs.78,50,000/- on her own free will and volition into the master account of M/s. Roshni Builder Pvt. Ltd. vide RTGS. The said amounts were duly refunded by the respondent herein vide 3 cheques wherein 2 cheques were for an amount of Rs.25,00,000/- each and 1 cheque was for Rs.28,50,000/- and requested the complainant to make payment of such amount into the correct account. The said fact was duly intimated to the complainant vide email dated 20.09.2021. The aforesaid said cheques were duly encashed by the complainant.
- xi. The occupation certificate for the present phase was granted by the competent authorities on 13.12.2021 after due verification and inspection. That the complainant after conducting requisite market research and after making her independent enquiries approached the Respondent for booking of a unit in the project of the respondent i.e., 'M3M Broadway', Sector 71 Gurugram. The respondent vide email dated 23.05.2022 duly send the copy of the application form for due execution at the complainant's end.



- xii. The complainant duly signed the application form after reading and understanding the conditions stated therein. The complainant thereafter paid a part booking amount of Rs.1,00,000/- on 13.06.2022, which was duly acknowledged by the respondent vide receipt. That in due consideration of the complainant's commitments to make timely payments, the complainant was allotted unit bearing no. R1 K 206 on 2nd floor in Block-1 vide allotment letter dated 01.07.2022. The cost of the unit admeasuring 155 sq. ft. carpet area was Rs.93,96,738/- plus other charges. The complainant on her own free will and volition had opted for the specific payment plan. The copy of the buyers agreement was collected by the complainant from the office of the respondent for due execution at her end. Relevant clauses of the allotment letter are reproduced herein below for the ready reference of the Authority.
- xiii. It was duly agreed between the parties that the unit in question was to be leased out to a suitable lessee, either individually or in combination of other units and the complainant was only entitled to symbolic possession of the unit (Refer Clause 13 of allotment letter). The respondent vide email dated 19.07.2022 (sic. 16.07.2022) sent the allotment letter along with other documents to the complainant.
- xiv. Thereafter, the respondent as per the payment plan opted by the complainant, raised the demand vide letter dated 02.07.2022 which was due within 30 days of booking for an amount of Rs.93,43,238/-. The said demand was payable on or before 30.07.2022. That all the demands were raised by the respondent as per payment plan opted by the complainant.



- xv. The respondent again vide cover letter dated 21.07.2022 dispatched the triplicate copies of the buyers agreement for due execution at the complainant's end, but to no avail.
- xvi. That the unit was ready and the respondent herein vide letter offered possession to the complainant and requested the complainant to remit the outstanding amount towards the remaining basic sale price, taxes, cess, stamp duty charges etc. before 30.07.2022
- xvii. That the complainant failed to make timely payment of dues and failed to execute the buyer's agreement, the respondent issued pre-cancellation letter dated 02.08.2022 to the complainant calling upon the complainant to make payment along with interest within 15 days from the receipt of the letter, failing which the allotment/booking shall be cancelled/terminated.
- xviii. That the complainant even after the issuance of the abovementioned pre-cancellation letter, failed to take advantage of this opportunity and continued to breach the terms of the application form/allotment. As a consequence of the same, the respondent was constrained to terminate the allotment of the complainant vide cancellation letter dated 17.08.2022 and forfeit the amount as per terms of the application form/allotment. The cancellation letter was in accordance with the terms. The complainant paid an amount of Rs.1,00,000/- against the total sale consideration of Rs.93,96,738/- plus other charges.
- xix. Thereafter the complainant approached the respondent and requested it to the reinstate the unit. The respondent being a customer-oriented company acceded to the said request of the complainant, subject to making good the balance payment of the

dues. Thus, the operation of cancellation letter dated 17.08.2022 was halted by the respondent. It is submitted that the complainant had earlier expressed her interest for booking of a unit in one of the projects of the associate company (which has been mentioned in detail in transaction no.1). In lieu of the same, the respondent company vide emails dated 18.08.2022 had requested the complainant to come forward and provide the relevant documents for fund transfer along with bank statement, but to no avail.

- xx. That the complainant vide email dated 07.10.2022 had categorically asked for refund of the amount paid by the complainant. Relevant portion of the email dated 07.10.2022 is reproduced herein below:

*From: Jagbir Singh [jagbir1961.js@gmail.com]
Sent: 07/10/2022, 10:22 am
To: feedback@m3mindia.com
Subject: Re: Ticket No. 00255341 -Your query with M3M India for Unit No at M3M Broadway Retail, Gurugram
Hi Team,
We have not received any communication from you so far. Please cancel our unit as we have not received any communication regarding possession and return you have written in letter.
It's been 1.4 years since we have given 90 lakhs rupees in your EOI account. please return our money with interest within 7 days.
Regards,
Saroj devi*

- xxi. That since the complainant failed to make the payment of the balance dues and failed to execute the buyer's agreement, the respondent left with no other alternative. The cancellation letter dated 17.08.2022 stood in its operation and the allotment of the



unit was cancelled and the complainant was duly informed about the same vide email dated 25.01.2023.

xxii. That the respondent was constrained to cancel the allotment of the unit on account of non-payment of demands as raised by the respondent and non-execution of the buyer's agreement. That the respondent had incurred various losses/damages on account of the breach of the terms of application form/allotment by the complainant, which the complainant is liable to pay as per the terms of application form/allotment. That the complainant had paid an amount of Rs.1,00,000/- towards the unit in question and the same is liable to be forfeited by the respondent as per the terms of application form/allotment. The losses suffered by the respondent are as follows:

- Earnest Money- Rs. 939,674/- being 10% of sales consideration value. It is submitted that the Complainant herein had agreed to the forfeiture of the earnest money, in the event of failure to comply with the terms of the Application Form/Allotment and perform her obligations.
- Interest- Sum of Rs. 47.890/- was the interest payable by the Respondent allottee for the delayed payments

xxiii. Pursuant to cancellation of the unit in 2022, the respondent had re-allotted it to one Mr. Ishant Choudhry way back in 2023 vide allotment letter dated 23.05.2023 and the conveyance deed of the same has been done on 20.03.2025. Thus, the complainant has no privity of contract with the answering respondent and has no right, title or interest in the unit in question and neither is the allottee of the same and therefore the complaint is infructuous. Thus, the present complaint is liable to be dismissed at the outset.



- xxiv. That the complainant after about 2.5 years of cancellation of the unit has approached the Authority by way of frivolous complaint and raising baseless allegation on the respondent company. That there is no privity of contact between the respondent and the complainant since the cancellation of the said unit.
- xxv. That the respondent was constrained to cancel the allotment of the unit on account of non-payment of demands as raised by the respondent and non-execution of the buyer's agreement vide cancellation letter dated 25.01.2023 and forfeit the amount of Rs.1,00,000/- that was deposited by the complainant towards the unit in question as per the terms of the application form/allotment.
- xxvi. That the respondent had incurred various losses/damages on account of the breach of the terms of application form/allotment by the complainant, which the complainant is liable to pay as per the terms of application form/allotment.
- xxvii. The unit has already been cancelled on 25.01.2023, accordingly, there is no privity of contract between the complainant and the answering respondent and the complainant has no right, title or interest in the unit in question and neither is the allottee of the same and therefore, the present complaint is infructuous. That in furtherance of the cancellation of the unit in question, the respondent company has allotted the unit to subsequent purchaser i.e., Mr. Ishant Choudhry way back in 2023. The email dated 07.10.2022 that the complainant had categorically asked for refund of the amount paid by the complainant.
- xxviii. That the complainant has failed to fulfil his contractual obligations stated in the terms of the application form/allotment



and has filed the present complaint to take advantage of his own wrongs. Despite being well aware that timely payment is the essence of the transaction the complainant failed to make payments despite issuing reminders.

xxix. That as per the Clause 7 of the allotment letter dated 16.05.2022 (sic 01.07.2022) , the complainant was under an obligation to return the duly executed copy of the buyer's agreement but to no avail and also make timely payments as per the payment plan opted by the complainant.

xxx. That under Section 19(6) RERA states that the allottee is responsible to make necessary payments in the manner and within time as specified in the agreement. That the unit of the complainant was cancelled vide cancellation letter dated 17.08.2022 as she failed to make timely payment of dues, failed to execute the buyer's agreement and failed to take the symbolic/constructive possession of the unit despite repeated reminders and follow ups. Thereafter the complainant approached the respondent and requested it to the reinstate the unit. The respondent being a customer-oriented company acceded to the said request of the complainant. Thus, the respondent company halted the operation of the cancellation notice subject to making good the balance payment of the dues. That the complainant had earlier expressed her interest for booking of a unit in one of the projects of the associate company (which has been mentioned in detail in transaction no.1). In lieu of the same, the respondent company vide emails dated 18.08.2022 had requested the complainant to come forward and provide the relevant documents for fund transfer along with



bank statement, but to no avail. That the complainant vide email dated 07.10.2022 had categorically asked for refund of the amount paid by the complainant. It is relevant to mention here that since the complainant failed to make the payment of the balance dues and failed to execute the buyer's agreement, the respondent left with no other alternative. The cancellation letter dated 17.08.2022 stood in its operation and the allotment of the unit was cancelled and the complainant was duly informed about the same vide email dated 25.01.2023.

- xxxi. The present complaint has been filed at a belated stage i.e., after 2.5 years of cancellation of allotment with the sole motive to unjustly enrich herself. That the complainant has approached the authority with unclean hands, has suppressed and concealed material and vital facts which have a direct bearing on the very maintainability of the purported complaint and if there had been disclosure of these material facts, the question of entertaining the purported complaint would not have arisen. That the complainant has willfully agreed to the terms and conditions of the application form/ allotment and now at this belated stage are attempting to wriggle out of his contractual obligations by filing the instant complaint before the authority.
- xxxii. In the present case, the complainant has suppressed many material facts, which are extremely relevant in order for a proper adjudication of the present dispute. For the reason the complainant has malafidely suppressed material facts from the Authority, which tantamount to playing fraud upon the Authority, the complainant does not deserve any relief and the present complaint merits dismissal on this count itself.



- xxxiii. That various reminders and pre-cancellation letters issues by the respondent company upon the complainant have been suppressed by the complainant for the reasons best known to him. The aforesaid reminders and pre-cancellation letters have been annexed with the reply herein, which will assist the Authority in proper adjudication of the matter.
- xxxiv. Further, the complainant has also suppressed the fact that she vide email dated 07.10.2022 had categorically asked for refund of the amount paid by her.
- xxxv. That the terms and conditions stated in the allotment are binding in nature and the complainant in the instant case has committed a fundamental and deliberate breach of the terms and the conditions of the allotment. That the complainant had defaulted in making payment on time against the outstanding dues and failed to execute the buyer's agreement. It is reiterated that various reminders were issued and follow ups were made with the complainant for complying with her obligations to pay the outstanding dues and execute the buyer's agreement. Hence, the complainant is not entitled to get any relief from the Authority.
- xxxvi. That as per the clauses of the Allotment which are binding between the complainant and the respondent company, both have agreed upon their respective obligations and consequences in case of breach of any of the conditions specified therein. Therefore, the complainant has breached, defaulted and failed in making payment on time and failed to execute the buyer's agreement contrary to the agreed terms and payment plan. In view of the above, the captioned Complaint is not maintainable in law and is liable to be dismissed in limine. It is a well settled



proposition of law that the Courts cannot travel beyond what is provided in the agreement/contract and generate altogether a new contract; the responsibility of the Court is to interpret appropriately the existing contract and decide the rights and liabilities of the parties within the four corners of the contract.

- xxxvii. That a perusal of the complaint would show that the affidavit attached to the complainant is neither notarized by the notary public nor attested by the oath commissioner, therefore the contents of the complaint itself is not authentic and the veracity of the same goes to the very root of the matter and the same must therefore, be not taken on record.
- xxxviii. That as per the settled law laid down by the Hon'ble Supreme Court, improperly verified and an unsigned affidavit without even having the notary seal or the attestation by the oath commissioner is bad in law and cannot be admitted in evidence.
- xxxix. The respondent has submitted written submission dated 12.03.2026 making following submissions:
- xl. The complainant is estopped from raising any issues qua cancellation as the same was duly accepted by her and all she wanted was the refund of the amount deposited.
 - xli. Thereafter the complainant approached the respondent and requested it to the reinstate the unit. The respondent being a customer-oriented company acceded to the said request of the complainant. Thus, the respondent company halted the operation of the cancellation notice subject to making good the balance payment of the dues.
 - xlii. That the complainant had earlier expressed her interest for booking of a unit in one of the projects of the associate company.



- xliii. That the complainant vide email dated 07.10.2022 had categorically asked for refund of the amount paid by the complainant. That since the complainant failed to make the payment of the balance dues and failed to execute the buyers agreement, the respondent left with no other alternative.
- xliv. The cancellation letter dated 17.08.2022 stood in its operation and the allotment of the unit was cancelled and the complainant was duly informed about the same vide email dated 25.01.2023.
- xlv. That the complainant herself is cognizant of the fact that two separate transactions have taken place and the said fact is evident from the language of the email dated 07.10.2022 written by the complainant's husband, that as far as the transaction with the associate company is concerned, the same is a separate transaction and as per information received from associate company the entire amount deposited stands refunded to the complainant in two tranches of Rs.7,00,000/- and Rs.81,50,000/- vide RTGS on 02.12.2024.
- xlvi. The first transaction is with associate company M/s. M3M India Pvt. Ltd. - That as far the amount of Rs.88,50,000/- is concerned the same was paid to associate company M/s. M3M India Pvt. Ltd. towards expression of interest for booking of multiple ready to move in units.
- xlvii. The second transaction pertains to booking of a ready to move in commercial unit in M3M Broadway wherein the Complainant paid part booking amount of Rs.1,00,000/- towards the same. The complainant to create confusion is intermingling two separate and distinct transactions



- xlvi. No assured return or lease rental was ever offered to the complainant: That the respondent company had never promised any assured return or lease rental to the complainant. The contents of emails dated 28.05.2023, 20.10.2021 appended with the complaint sent by the complainant/her broker are denied in toto.
- xlix. The contents of emails dated 28.05.2023, 20.10.2021 appended with the complaint sent by the complainant/her broker are denied in toto.
1. That the respondent company had never promised any assured return to the complainant. The respondent company at one point of time on 10th October, 2022 as settlement offer had offered one time discount of Rs.20,00,000/- for the unit in M3M Broadway. The settlement offer given by the respondent was that discount of Rs.20,00,000/- would be given, no post-handover will be given and lease would be payable to the allottee. However, the complainant for reasons best known to her did not accept the settlement offer. Thus, the settlement was never arrived at between the parties herein. Thus, the email dated 10.10.2022 is of no consequence whatsoever. Accordingly, the cancellation letter dated 17.08.2022 stood in its operation and the allotment of the unit was cancelled and the complainant was duly informed about the same vide email dated 25.01.2023.
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 based on these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority



8. 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

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by the 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 completed 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 allottee as per agreement. 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.

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 leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.



F. Findings on the relief sought by the complainant.

- F.I Direct the respondent to deliver physical possession of booked unit.**
- F.II Direct the respondent to execute and register the conveyance deed of the booked unit.**
- F.III Direct the respondent to set aside unlawful and Illegal cancellation notice of booked unit dated 17 August 2022.**
- F.IV Direct the respondent to pay accrued pending assured return amount**
- F.V Direct the respondent to pay accrued pending lease return.**
- F.VI To impose exemplary penalty upon respondent company for inducing sale consideration payments in non-RERA authorized Bank Accounts.**

12. The above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
13. The complainant submitted an Expression of Interest (EOI) to the then associate company of the respondent i.e., M3M India Pvt. Ltd., and on 09.07.2021 inadvertently did a payment of Rs.78,50,000/- in the master account of respondent. The amount of Rs.78,00,000/- received by the respondent in its master account was duly refunded by the respondent vide three cheques all dated 06.10.2021, cheque bearing no.000714 for Rs.25,00,000/-, cheque bearing no.000713 for Rs.25,00,000/- and cheque bearing no.000715 for Rs.28,00,000/-. The said cheques were encashed by the complainant.
14. Then complainant again paid an amount of Rs.88,50,000/- in total paid to the respondent's associate company, out of which an amount of Rs.81,50,000/- was paid by complainant on 21.06.2021, 12.10.2021 & 16.10.2021 and Rs.7,00,000/- was paid by the husband of the complainant on 21.06.2021, in lieu of EOI submitted to the associate company. That the



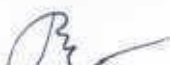
associate company on 02.12.2024 through RTGS has refunded the amount of Rs.88,50,000/- paid by complainant in lieu of EOI due to non-compliance of allotment formalities. No allotment was ever done in lieu of EOI.

15. The complainant was allotted a unit bearing no. bearing no. R1, K 206, 2nd floor in Block-1 in the project named "M3M Broadway" situated at sector 71, Gurugram vide allotment letter dated 16.07.2022. The complainant has submitted that on 07.08.2022, she received an email for cancellation of a unit from the respondent. Despite the purported grounds for cancellation being premised upon the non-execution of the BBA and non-payment of dues. The respondent has submitted that vide cover letter dated 21.07.2022, it has dispatched the triplicate copies of the buyer's agreement for due execution at the complainant's end. Thereafter, as per the opted payment plan, the respondent vide demand letter dated 02.07.2022, respondent raised a demand of Rs.93,43,238/- which was due on 30.07.2022. However, for the reasons best known to the complainant, she failed to pay the due amount and execute the buyer's agreement. Since the complainant failed to clear the dues raised vide demand letters and failed to execute the buyer's agreement, the respondent issued a pre-cancellation letter dated 02.08.2022 reminding the complainant to remit the outstanding dues along with interest within a period of 15 days from the date of the letter. It is submitted that the complainant even after the issuance of the pre-cancellation notice dated 02.08.2022 failed to adhere to the opportunity and continued to breach the terms of the application form/allotment by failing to clear the pending dues and failure to execute the buyer's agreement. The respondent left with no other alternative, cancelled the allotment of the complainant vide cancellation notice dated 17.08.2022 on account of non-payment of dues. Post cancellation of the



allotment, the complainant approached the respondent and requested to re-instate the allotment. The respondent acceded to the said request subject to clearance of dues. Accordingly, the operation of the cancellation letter was halted by the respondent. Thereafter, the respondent vide email dated 18.08.2022 asked the complainant to provide the documents of allotted unit along EOI submitted to associate company to process the fund transfer on or before 25.08.2022, but to no avail. Despite the leverage given by the respondent, the complainant failed to take advantage of the opportunity by submitting the requisite documents and clearing the outstanding dues, as a consequence of which the respondent company informed the complainant vide email dated 25.01.2023 that the unit is cancelled.

16. Now, the question before the Authority is whether the cancellation issued vide email dated 07.11.2023 is valid or not.
17. On consideration of documents available on record and submissions made by both the parties, Authority observes that the complainant has only paid Rs.1,00,000/- against the total consideration of Rs.93,43,238/-. The said amount of Rs.1,00,000/- was paid by her at the time of booking and thereafter no amount was paid by her till cancellation of the unit. However, the respondent has submitted that post cancellation of the allotment, the complainant approached the respondent and requested to re-instate the allotment. Accordingly, the operation of the cancellation letter was halted by the respondent. Thereafter, the respondent vide email dated 18.08.2022 asked the complainant to submit the all documents including that of the amount paid to the associate company in lieu of EOI to proceed with funds transfer on or before 25.08.2022 to proceed with the funds transfer in the allotted unit in the project M3M Broadway and on 10.10.2022 offered a discount of Rs.20,00,000/- to the complainant. but to no avail. Despite the



leverage given by the respondent, the complainant failed to take advantage of the opportunity by submitted the requisite documents and clearing the outstanding dues, as a consequence of which the respondent informed the complainant vide email dated 25.01.2023 that the unit is cancelled.

18. It is further evident from the record that in terms of the payment plan agreed between the parties, the respondent has sent numerous reminders to the complainant to pay outstanding dues. However, the complainant failed to make payment of the outstanding dues and to execute buyer's agreement. Therefore, the respondent was constrained to issue pre-cancellation letter dated 02.08.2022, giving last and final opportunity to the complainant to comply with their obligation to make payment of the amount due. However, despite repeated follow ups and communications and even after the issuance of the pre-cancellation letter, the complainant failed to act further and comply with their contractual obligations and therefore the allotment of the complainant was finally cancelled vide cancellation email dated 25.01.2023. Further, 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 allotment letter dated 16.07.2022 is held to be valid. But while cancelling the unit, it was an obligation of the respondent to return the paid-up amount after deducting the amount of earnest money.

19. The Hon'ble apex court of the land in cases of ***Maula Bux VS. Union of India, (1970) 1 SCR 928*** and ***Sirdar K.B. Ram Chandra Raj Urs. VS. Sarah C. Urs., (2015) 4 SCC 136***, has held that *forfeiture of the amount in case of breach of contract must be reasonable and if forfeiture is in the nature of penalty, then provisions of section 74 of Contract Act, 1872 are attached and the party so forfeiting must prove actual damages. After cancellation of*



*allotment, the flat remains with the builder as such there is hardly any actual damage. National Consumer Disputes Redressal Commissions in **CC/435/2019 Ramesh Malhotra VS. Emaar MGF Land Limited** (decided on 29.06.2020) and **Mr. Saurav Sanyal VS. M/s IREO Private Limited** (decided on 12.04.2022) and followed in **CC/2766/2017** in case titled as **Jayant Singhal and Anr. VS. M3M India Limited decided on 26.07.2022**, held that 10% of basic sale price is reasonable amount to be forfeited in the name of "earnest money". Keeping in view the principles laid down in the first two cases, a regulation known as the Haryana Real Estate Regulatory Authority Gurugram (Forfeiture of earnest money by the builder) Regulations, 11(5) of 2018, was framed providing 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."*

20. Thus, keeping in view the aforesaid legal provisions and the facts detailed above, the respondent is liable to refund the deposited amount after deducting 10% of the sale consideration 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., 25.01.2023 till actual refund of the amount within the timelines provided in Rule 16 of the Rules, 2017. However, the complainant has not even paid the 10% of the sale consideration.

21. Thus, the Authority observes that the cancellation dated 17.08.2022 and 25.01.2023 is held to be valid and the relief sought by the complainant is dismissed being devoid of merits.
22. In respect of Assured return there is nothing on record, no clause in the agreement or in any another document that shows that respondent is liable to pay assured return or lease rental to the complainant. Therefore, the Authority cannot deliberate on the said relief sought by the complainant.
23. Complaint stands dismissed.
24. File be consigned to registry.

Dated: 19.03.2026



Phool Singh Saini
(Member)

Haryana Real Estate
Regulatory Authority,
Gurugram