BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:	**6263 of 2025**
Date of filing:	**12.12.2025**
Date of order:	**17.07.2026**

1. Pooja Mehta
2. Devinder Kumar

Both R/o: H.No: 618/23, Laxmi Garden, Near Tikona Park, Gurugram, Haryana - 122001

Complainants

Versus

M/s Manglam Multiplex Pvt. Ltd.
Regd. Office: Cabin-1, LGF, F-22, Sushant Shopping Arcade, Sushant Lok Phase-1, Gurugram, Haryana-122002

Respondent

CORAM:

Shri Arun Kumar — **Chairman**

Appearance:

Shri Gaurav Bhardwaj (Advocate) — Complainants
Ms. Shriya Takkar (Advocate) — Respondent

ORDER

The present complaint has been filed by the complainant/allottees in Form CRA 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 to the allottee as per the agreement for sale executed inter se them.

A. Project and unit related details.

1. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), 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 Route 65, Sector 65 Gurugram
2.	DTCP License	84 of 2022 dated 06.07.2022 valid upto 05.07.2027 273 of 2023 dated 20.10.2023 valid til1 19.10.2028
3.	HRERA Registration	Registered Vide no. 30 of 2024 dated 27.03.2024 valid upto 28.02.2027
4.	Nature of project	Commercial
5.	Unit no.	R2 203, 2nd floor, Block-02 Retail Unit (page 38 of complaint)
6.	Unit admeasuring	526.79 sq. ft. (super area) 247.57 sq. ft. (carpet area) (page 38 of complaint)
7.	Allotment letter	02.01.2024 (page 35 of complaint)
8.	Builder Buyer agreement	03.06.2024 (page 54 of complaint)
9.	Possession clause	7.1 Schedule for possession of the said unit. *(ii) The Developer assures to offer possession of the unit* ***on or before 28.02.2027*** *along with the car parking space (if any) as per agreed terms and conditions unless there is delay due to force majeure event, court orders, government policy/guidelines, decision affecting the regular development of project.*
10.	Due date of possession	28.02.2027 (as per the possession clause)
11.	Total sale Consideration	Rs.65,41,988/- plus other charges (page 96 of complaint)
12.	Amount Paid	Rs.66,50,563/- (as submitted by complainant on page 14 and on page 13 of reply by respondent)

13.	Occupation certificate	24.06.2025 (page 195 of reply)
14.	Offer of possession	09.07.2025 (page 98 of complaint)
15.	Intimation for leasing by respondent	06.11.2025 (page 112 of complaint)

B. Facts of the complaint.

2. The complainants have made the following submissions in the complaint:

i. That somewhere around in 2023, the respondent advertised about its new commercial project namely "M3M Route 65" located in Village Maidawas, Sector-65, Gurugram, Haryana. The Respondent painted a rosy picture of the project in their advertisement making tall claims and representing that the project as a "world-class high-street fashion destination of Gurugram", showcasing a futuristic architectural design, robust infrastructure, and international-level retail experience. The respondent claimed that the project was located in a "prime location" amidst an affluent catchment area, surrounded by high-net-worth individuals and more than 30+ residential projects and 8+ iconic luxury developments. It further represented that the project comprised premium retail units, anchor stores on every floor, hypermarket spaces, dedicated F&B floors, kids' play zones, a large central atrium designed for public gatherings, high visibility double glass façades, multi-level escalators, and meticulously planned retail units—thereby giving the impression of a superior, unparalleled, and investment-worthy commercial establishment. It further projected the project as a highly profitable and assured investment opportunity, capable of yielding substantial returns due to its strategic location, exceptional design features, and luxurious ambience.

ii. That the complainants based on the features as disclosed in the brochure published by respondent, applied for a commercial unit in the said project by paying a booking amount of Rs. 1,00,000/- via acknowledgement bearing no. DNIN/00517/23-24 dated 08.01.2024, Rs.1,00,000/- via instrument bearing no. DNIN/00518/23-24 dated 08.01.2024, Rs. 2,00,000/- via instrument bearing no. DNIN/00518/23-24 dated 08.01.2024, Rs.1,00,000/- via instrument bearing no. DNIN/00518/23-24 and Rs.7,73,360/- via instrument bearing no. DNIN/00519/23-224 dated10.02.2024 totaling to an amount of Rs.12,73,360/-. The booking amount was paid in good faith with the expectation that the respondent would fulfill all legal and contractual obligations necessary for the smooth execution of the sale.

iii. That upon duly paying the requisite booking amount, the respondent issued a welcome-cum-allotment letter dated 22.01.2024, thereby purporting to allot in favor of the complainant unit bearing no. R2-203, situated on the 2nd floor of Block-02, ad measuring a carpet area of 247.57 sq. ft. and a super area of 526.79 sq. ft. in the said project.

iv. That subsequently, the complainant made a payment amounting to Rs. 46,04,857/- vide instrument bearing no. DNIN/00168/25-26 dated 22.05.2025 against the total sale consideration of Rs.65,41,988/-. Upon receiving the said payment as per the payment Plan *(Annexure- A of* Allotment *Letter)*, the respondent issued an Agreement for Sale/Builder Buyer Agreement dated 03.06.2024 wherein, as per Clause 7.1(ii), the respondent undertook to offer the possession of unit in question on or before 28.02.2027 along with car parking space.

v. That the respondent, on 09.07.2025, issued a notice for offer of possession in favor of the complainants in respect of the unit in question, wherein the respondent further directed the complainants to clear all alleged pending dues, as reflected in the statement of account, on or before 08.08.2025 as a pre-condition for taking possession of the said unit.

vi. That upon receiving the notice for offer of possession, the complainants, vide email dated 21.07.2025, categorically stated that the respondent has referred to the possession as *"symbolic possession,"* and sought clarity regarding the meaning and implications of such terminology. At the time of negotiating and finalizing the transaction, the complainants had clearly and unequivocally informed the respondent that the unit was required specifically as a" lockable *commercial space"* for the purpose of running their own business, and the respondent had assured that this requirement would be duly complied with. The unit allotted to the complainants is indeed a lockable unit. in these circumstances, the complainants are unable to comprehend the intent, scope, and effect of the term symbolic possessionn as used by the respondent and therefore requested a detailed clarification of the same. In response to the email, the respondent on same day i.e. 21.07.2025 sent an email to the complainants stating that with reference to the complainants' email regarding symbolic possession, the respondent sought to justify its actions by asserting that, *"as per the terms allegedly highlighted in the Buyer's Agreement, the leasing rights for all commercial units were retained exclusively by the Company"*. The respondent further claimed that such a policy decision was taken to ensure the long-term value and viability of the project and to centrally manage the leasing process for the purpose of securing a uniform and high-quality tenant mix. It was represented that the respondents' leasing team was in discussions with several potential tenants and that such centralized control would purportedly result in optimal rental returns for all unit holders. The respondent even went to the extent of suggesting that if the complainants had any brand proposal for leasing the unit, the would *"facilitate the process,"* thereby attempting to impose leasing upon the complainants in complete disregard of the fact that the unit had been purchased by them specifically as a *"lockable space"* for their own business use. Such assertions and impositions by the respondent are wholly arbitrary, misleading, and contrary to the legitimate rights and expectations of the complainants. They specifically emphasized that they intended to commence their own business setup, which is why they had expressly requested shops with lockable space, and that the offer made by the respondent as well as the consideration paid was solely on the basis that the units would be lockable spaces.

vii. That the complainants kept on receiving emails from respondents in regard with leasing. However, the complainants again on 02.08.2025 sent an email stating that *"As mentioned earlier, we have purchased Unit R2-203 as a lockable unit for our own business purposes. This concern had already been* escalated *to you during our in-person meeting as well. In view of the discussion, we are waiting until 12.08.2025 for the resolution of the matter; however, we wish to reiterate and make it absolutely clear that we purchased this unit specifically as a lockable space with the intention of establishing our own setup. We are not interested in leasing the unit under any circumstances, as our sole objective is to start and operate our own business from the said premises".* Upon receiving the same, the respondent on 04.08.2025 replied via email stating that *"With reference to your last email, we would like to inform you that we have not yet received approval for self-leasing or self-use of your unit. As per the present policy, the leasing rights have been exclusively entrusted to M3M India, which has been authorized to facilitate and manage the leasing of all units within the project".* This response of the respondent clearly demonstrates its atrocious, arbitrary, and immoral conduct, as the respondent not only disregarded the explicit and repeated requests of the complainants but also attempted to unilaterally alter the essential characteristics of the unit purchased by them by imposing forced leasing. Such an act amounts to blatant unfair trade practice, misrepresentation, and coercive behaviour, reflecting a complete abuse of dominant position. The respondent's insistence on leasing, in total violation of the complainants' rights and the original understanding of the transaction, further evidences its malafide intention to deceive, harass, and commercially exploit the complainants, thereby causing them immense frustration, mental agony, and financial loss.

viii. That on the following day, the complainants were shocked and deeply alarmed to read the aforesaid assertions made by the respondent, whereby the respondent attempted to deny the complainants' right to self-use of their own unit and to forcibly impose leasing through M3M India. In immediate response, the complainants sent an email dated 05.08.2025, wherein they categorically stated that they had personally met the respondent's officials at the time of booking and had clearly conveyed that the unit was being purchased as lockable space for the purpose of establishing their own business. The complainants reiterated that at the time of possession, the respondents' representatives themselves had confirmed that the said shop was being sold as lockable unit, and that the complainants had never opted for, agreed to, or expressed any interest in leasing the said units. The complainants further clarified that they had purchased unit in question specifically to commence their own business operations and not for leasing under any circumstances. They further stated that while they were willing to wait an additional two weeks for the respondent to resolve the matter, their position remained unequivocal that the unit was purchased exclusively for self-use, and any attempt by the respondent to impose leasing upon them was wholly unacceptable, arbitrary, and contrary to the understanding at the time of sale. The email once again highlighted the complaints' firm stance that they were not interested in leasing in any manner and that the respondent's continued insistence on the same amounted to coercion, misrepresentation, and a breach of the fundamental terms under which the unit was purchased.

ix. That the respondent, in a wholly arbitrary, illegal, and coercive manner, has been persistently attempting to force the complainants to lease the unit in question, despite the fact that the complainants had repeatedly and unequivocally communicated through multiple emails that they had purchased the said unit strictly as a lockable commercial space for establishing and operating their own business, and that they were not willing to lease it under any circumstances. That nowhere in the allotment letter nor in the builder buyer agreement, including Clause 7.1(ii), which governs the possession of the unit, is there any reference to or authorization for offering *"symbolic possession,"* thereby rendering the respondent's reliance on such a fabricated concept absolutely baseless, fraudulent, and contrary to the agreed contractual terms. Despite the complainant's consistent objections and continuous written communications reiterating their requirement for self-use, the respondent has continued to assert that leasing rights are exclusively retained by the respondent, has attempted to impose centralized leasing through third parties, and has even attempted to deny the complainants their fundamental right to use their own property. Such actions on the part of the respondent amount to blatant misrepresentation, unfair trade practice, coercion, abuse of dominant position, and commercial exploitation. The respondent's repeated pressure to compel leasing, its false interpretation of non-existent contractual clauses, its deliberate attempt to change the essential character of the unit, and its continued disregard of the complainant's communications collectively constitute atrocious, malafide, oppressive, and harassing conduct, causing the complainants immense mental agony, frustration, and financial loss.

x. That, to the utter shock of the complainants, the respondent issued an intimation letter dated 06.11.2025 stating that the unit in question had already been leased out to *"Pirates of Grill."* Immediately thereafter, the complainants sent an email dated 07.11.2025 strongly objecting to this illegal and unauthorized act, reiterating that the unit had been purchased as a lockable shop for their own business use. They further reminded the respondent that they had already objected to the attempt to grant only *"symbolic possession"* instead of physical possession, yet no reply or clarification had ever been provided. The complainants categorically asserted that the respondent had no right or authority to lease out their unit without their express approval or consent, and that such conduct amounts to fraud, wrongful interference, and a blatant violation of their proprietary rights. the complainants also highlighted that, in addition to forcing symbolic possession, the respondent was compelling allottees to execute a Facilitation Agreement and Special Power of Attorney and was proposing to execute the lease directly between M3M and the lessee rather than with the actual owner of the shop, even before the registration of the unit. Such actions clearly indicate the respondent's unlawful assumption of continued control over the unit despite repeated written objections. The complainants unequivocally objected to the purported lease and demanded that the respondent immediately refrain from taking any such steps, failing which they would be constrained to initiate appropriate legal proceedings before the Authority for cheating, fraud, and deliberate violation of their contractual and statutory rights.

xi. That in view of the aforesaid facts and circumstances, it is evident that the respondent has acted in a wholly arbitrary, malafide, and illegal manner by continuously disregarding the contractual terms, repeatedly violating the complainant's unequivocal objections, and ultimately proceeding to lease out the complainants unit without their knowledge, request, consent, or authorization. The respondent's conduct, ranging from introducing the fabricated concept of "symbolic possession" only upon issuance of intimation letter, misrepresenting leasing rights, coercing the complainants to surrender their right of self-use, and finally leasing the unit behind their back constitutes a grave and deliberate breach of the allotment letter, the builder buyer agreement, and the statutory obligations under the RERA Act. Such persistent and intentional acts of coercion, misrepresentation, unfair trade practice, and abuse of dominant position have caused the complainants severe mental agony, harassment, financial loss, and an irreparable violation of their proprietary rights. The complainants, having been left with no other remedy due to the respondent's wilful non-compliance and fraudulent actions, are therefore constrained to approach this Authority seeking appropriate directions, including quashing of the illegal lease, protection of their right to physical possession and self-use, and all consequential reliefs as deemed just, fair, and necessary in the interest of justice

C. **Relief sought by the complainant:**

3. The complainant has sought following relief(s):
   a. Direct the respondent to execute conveyance deed in the favour of complainants for lawful transfer of ownership.
   b. Direct the respondent to forthwith restrain itself from leasing, attempting to lease, or creating any third-party rights in respect of the unit in question.
   c. Direct the respondent to handover the physical possession.
4. 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.

5. The respondent has contested the complaint on the following grounds:

i. That the complainants after making their independent enquiries and post conducting their due diligence approached respondent through their broker Sheerbulls for booking of a unit in the Commercial Colony being developed by the respondent under the name and style of 'M3M ROUTE 65', an independent standalone real estate project on the licensed land comprising of retail/ food court/ restaurant etc. situated in Sector 65, Gurugram. The complainants on their own free will and understanding and after having read and understood all the terms of the application form, duly signed the said application form. As duly agreed under Clause 20 of the application form, the unit in question was to be leased out to third parties, and the complainant had expressly consented to such leasing of the unit. Further, under Clause 21 and its sub-clauses of the application form, the applicant/allottee had granted full authority to the company to negotiate and enter into lease arrangements on behalf of the applicant/allottee and to carry out all acts and deeds necessary in this regard, as stipulated therein.

ii. That in due consideration of the complainants' commitments to make timely payments, the complainants were allotted unit bearing no. R2 203 (Retail) on Second Floor in Block-2 in the commercial project "M3M ROUTE 65" vide Allotment letter dated 02.01.2024. The cost of the unit for carpet area admeasuring 247.57 sq. ft. was Rs.65,41,988/- plus other applicable charges. The complainants on their own free will and due understanding of the legal import and effect had opted for a specific payment plan which is reproduced herein below for ready reference.

iii. The respondent as per the payment plan opted by the complainants raised the demand vide demand letter dated 02.01.2024 for an amount of Rs. 1,00,000/- that was due "on or before 02.01.2024".

iv. That as per the payment plan opted by the complainants, the respondent company raised the demand vide demand letter dated 03.01.2024 for an amount of Rs. 5,00,000/- including the previous outstanding amount, this demand was payable on or before 22.01.2024.

v. That as per the payment plan opted by the complainants, the respondent company raised a demand vide demand letter dated 04.01.2024 for an amount of Rs. 11,73,361/- within 40 days of booking the unit including the previous outstanding amount and the same was payable on or before 11.02.2024. The complainants made a part payment of Rs. 5,00,000/- in different tranches on 08.01.2024 and the said payments were duly acknowledged by respondent vide receipts.

vi. That the respondent company vide cover letter dated 12.01.2024 sent triplicate copies of the buyer's agreement for due execution at the complainant' end.

vii. That the complainants on their own free will made payment of Rs. 7,73,360/- on 10.02.2024 and the same was duly acknowledged by the respondent vide receipt.

viii. That since, the complainant failed to return the duly executed copy of the buyers agreement therefore, the respondent was constrained to issue a reminder letter dated 22.02.2024, calling upon the complainants to return the duly executed buyer's agreement.

ix. That after constant follow ups with the complainants, the buyer's agreement was executed between the parties on 03.06.2024 and the same was duly registered vide vasika No. 2883. The buyer's agreement duly covers all the liabilities and rights of both the parties. The respondent vide cover letter dated 12.06.2024 sent the copy of the registered buyer's agreement to the complainants.

x. That the respondent completed the construction and applied for the grant of occupation certificate for the project. Thereafter, the respondent as per the payment plan opted by the complainants raised the demand due "on Application of OC" vide demand letter dated 22.05.2025 for an amount of Rs.46,04,858/- that was due "on or before 11.06.2025".

xi. That the complainants made part payments of Rs. 5,80,000/- and Rs. 18,70,000/- respectively on 09.06.2025 and the same were duly acknowledged by the respondent vide receipts.

xii. That the complainants were desirous of availing a loan facility from HDFC Bank Limited against the purchase of the said unit and accordingly, Tripartite Agreement dated 18.06.2025 was executed between the HDFC Bank, complainants and respondent herein. The respondent thereafter issued a permission to mortgage dated 18.06.2025.

xiii. That the occupation certificate for the project was granted by the competent authorities after due verification and inspection on 24.06.2025 that the construction has been carried out as per sanctioned plans.

xiv. That thereafter the complainants made a payment of Rs. 21,02,374/- on 27.06.2025 towards their outstanding dues and the same was duly acknowledged by the respondent vide receipts.

xv. That Since the complainants failed to make the complete payment of the due amounts stated in the demand raised on application of OC vide demand letter dated 22.05.2025, the respondent issued reminder-I/ Demand- II letter dated 20.06.2025 and requested the complainants to make good the pending dues of Rs.21,54,858/- along with interest of Rs.6,606/- within a period of 7 days from the date of this notice.

xvi. That the respondent vide notice for offer of possession dated 09.07.2025 offered the symbolic/constructive possession of the unit in question to the complainants and requested the complainants to clear their outstanding dues to the tune of Rs. 11,91,726/- on or before 08.08.2025. Further, the maintenance agency also requested the complainants to deposit the dues of Rs.1,15,623/- towards maintenance charges and Rs.74,271/- towards IFMS payable on or before 08.08.2025. All the demands in the notice for offer of possession were raised as per the terms of the Buyers Agreement dated 03.06.2025. The said notice for offer of possession was also sent to the complainants vide email dated 10.07.2025.

xvii. That pursuant to the demand raised vide notice for offer of possession, the complainants made part payment of Rs.7,65,430/- on 28.07.2025 and the same was duly acknowledged by the respondent vide receipt.

xviii. That the respondent vide email dated 07.10.2025 sent the possession documents to the complainants which were required to be submitted in order to proceed with the possession of the unit in question.

xix. That the respondent vide email dated 10.10.2025 informed the complainants that no CAM dues are pending against the unit and requested the complainants to complete the possession formalities at the earliest.

xx. Thereafter, the respondent vide email dated 15.10.2025 again sent the possession documents and requested the complainants to complete the possession formalities in order to proceed with the possession of the unit in question. despite the said communication, the complainants failed to comply with the request and failed to submit the necessary documents to initiate possession process.

xxi. That based on the consent provided by the complainants under clauses 1.20 and 1.21 of the Buyer's Agreement, the respondent successfully negotiated the terms of lease with the brand and secured tenancy with the reputable brand "Pirates of Grill".

xxii. The respondent vide its letter dated 06.11.2025, informed the complainants about the leasing of the unit and informed them that they were proceeding with the same as per the clause 1.20, clause 1.21 and its sub-clauses of the buyer's agreement. The respondent and its leasing team had negotiated the lease terms with the Brand "Pirates of Grill" and secured for the complainants the best possible deal available in the market and the lease rental was in accordance with the prevailing market rate. The respondent finalised the leasing terms with the lessee in the best interest of all the allottees as well as the complex. The complainants were also duly informed that the facilitation cost, capex/fit out cost and brokerage cost were payable upfront by the allottees. In case, the same is not paid up front by the allottee then that the lease rental would be disbursed post adjustment of facilitation charges, capex/fit out cost and brokerage cost.

xxiii. That in accordance with the terms stated in the buyer's agreement, the units (including the unit of the complainants) were handed over to M/s. Handshake Restaurants Pvt. Ltd. after making the units continuous as required and completing infrastructure facilities. The respondent has spent a huge sum on infrastructural facilities from its own pocket initially on behalf of the allottees to ensure that the units are leased out to a reputed brand like "Pirates of Grill".

xxiv. The complainants till date have deposited an amount of Rs. 66,50,563/- towards the unit in question. The complainants as per the terms of the buyer's agreement are liable to pay the following charges to the respondent and the same be treated as counter claim of the respondent. Thus, the complainants are liable to pay an amount of Rs. 17,72,415.51 + Facilitation cost as on 04.02.2026 to the respondent.

xxv. That the respondent has acted as per terms of the buyer's agreement executed between the parties herein. The complainants are bound by the terms and conditions contained in the buyer's agreement. The complainants now at this belated stage cannot be allowed to take a somersault and evade from their contractual obligations. The present complaint has been filed by the complainants with the sole motive to wriggle out of the terms of the contract.

xxvi. That ab initio it was the understanding between the parties that the unit was for leasing out to the lessee as it is clear from the terms of the application form. The complainant had given consent to the respondent to find a suitable tenant and lease out to the same, negotiate the rental amount and do all other acts stipulated in thereinunder. Thus, the complainant can only seek symbolic/constructive possession of the unit in question. The complainant had granted consent to the respondent to identify a suitable tenant, lease the unit, negotiate the rental amount, and undertake all other acts stipulated therein. further, it was also agreed by the complainants that they shall not claim physical possession of the unit.

xxvii. That based on the consent provided under clause 1.20, 1.21 and 1.21.1 of the buyers' agreement, the respondent has successfully negotiated the terms of the Lease with the brand and secured tenancy with the reputable brand "Pirates of Grill". The complainants are only entitled to symbolic/constructive possession of the unit. The buyer's agreement records the commercial understanding between the parties herein. The respondent and its leasing team had negotiated the lease terms with the Brand and got the complainants the best possible deal in the market. The respondent finalized the leasing terms with the Lessee in the best interest of all the allottees as well as the complex. The respondent as per the terms of buyers agreement after making the units continuous as required and providing infrastructural facilities has already handed over the possession of the unit in question along with the other units to the brand.

xxviii. That ab initio, it was mutually agreed between the parties hereto that the unit in question was to be leased out to a brand and was never intended for self-occupation by the allottees. This understanding has been duly recorded in Clause 20 and Clause 21 of the application form.

xxix. The aforesaid understanding with respect to leasing out the unit in question has also been duly recorded in the buyer's agreement under clause 1.20 and 1.21 and its sub-clauses. The complainants had granted consent to the respondent to identify a suitable tenant, lease the unit, negotiate the rental amount, and undertake all other acts stipulated therein. Further, it was expressly agreed by the complainants that they would not claim physical possession of the unit.

xxx. That from clause 1.20, clause 1.21 and its sub-clauses of the buyer's agreement, it is abundantly clear that the complainants had given their explicit, unconditional, and irrevocable consent to the respondent to find a suitable tenant/lessee/licensee for the unit. The complainants also authorized the company to negotiate, finalize, and enter into the terms and conditions of such lease, license, or arrangement, including but not limited to the lease term, rent, or license fee thereof.

xxxi. That based on the consent provided under Clause 1.20 and 1.21 of the buyer's agreement, the respondent successfully negotiated the terms of Lease with the Brand and secured tenancy with the reputable brand "Pirates of Grill". The letter of intent was executed with the Brand on 12.06.2025.

xxxii. The respondent vide letter dated 06.11.2025, informed the complainants about the leasing of the unit and informed them that they were proceeding with the same as per the Clause 1.20, 1.21 and 1.21.1 of the buyer's agreement. The respondent and its leasing team had negotiated the lease terms with the brand and got the complainants the best possible deal in the market and the lease rental was in accordance with the prevailing market rate. The respondent finalized the leasing terms with the Lessee in the best interest of all the allottees as well as the complex. All acts of the respondent are within the four corners of the buyer's agreement and the complainants are estopped from raising any issues.

xxxiii. That the complainants were very well aware that the unit in question was to be leased out to a prospective lessee for which the complainants have given their irrevocable consent to the respondent to act on their behalf for this purpose. Reliance in this regard is placed on Clause 1.20 and 1.21 and their respective sub-clauses of the buyer's agreement.

xxxiv. That from a bare perusal of the above clauses, it is absolutely clear that the unit in question was not for self-occupation but for leasing to third parties either individually or in combination with other units.

xxxv. The complainants till date have deposited an amount of Rs.66,50,563/- towards the unit in question. That the complainants as per the terms of the buyer's agreement are liable to pay the following charges to the respondent and the same be treated as counter claim of the respondent.

6. All other averments made in the complaint were denied in toto.

E. Jurisdiction of the Authority.

7. The respondent has raised preliminary objection regarding jurisdiction of Authority to entertain the present complaint. 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

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this

Authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

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

> ***Section 11(4)(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.*

10. 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 complainants

F.I Direct the respondent to execute conveyance deed in the favour of complainants for lawful transfer of ownership.

F.II Direct the respondent to forthwith restrain itself from leasing, attempting to lease, or creating any third-party rights in respect of the unit in question.

F.III Direct the respondent to handover the physical possession.

11. The complainants herein are seeking relief for the execution of conveyance deed of the subject unit along with the physical possession and to restrain the respondent from leasing out the subject unit.

12. The Authority has carefully considered the pleadings, documents placed on record and submissions advanced by both parties. It is an admitted fact that the complainants were allotted a commercial unit bearing no. R2 203, 2nd floor

Block-02 in the respondent's project "M3M Route 65" and the builder buyer agreement dated 03.06.2024 executed between the parties which governs the contractual relationship between the parties. As per Clause 7.1(ii), the respondent undertook to offer possession of the unit on or before 28.02.2027.

13. It is evident that the respondent obtained the occupation certificate on 24.06.2025 and thereafter issued an offer of possession on 09.07.2025 to the complainants. As per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favor of the complainants. Also, as per Section 19(11) of the Act of 2016, the allottees are also obligated to participate towards registration of the conveyance deed of the unit in question.

14. The complainants further argued that they had purchased the unit as a "lockable commercial space" for running their own business and that the respondent has wrongly offered only "symbolic possession" and is forcing leasing of the unit. Also, they repeatedly informed the respondent through emails that they are not interested in leasing and want to use the unit for self-use. They have further objected to the act of the respondent in leasing the unit to a third party without their consent and have called such conduct illegal, arbitrary, and against their rights.

15. On the other hand, the respondent has clearly stated in its reply that the complainants had booked the unit after understanding all the terms and conditions of the application form and agreement. The respondent has specifically relied on the clause 1.21.1 and 1.21.3 of the buyer's agreement which provide that the leasing rights of the unit would remain exclusively with the respondent, and the complainant would not claim physical possession.

16. Clause 1.21.1 of the agreement provides as under:

> *"1.21.1*
> ***The Allottee agrees and confirms that Developer (its nominees/ assigns/ brand licensor as the case may be) has been granted***

exclusive rights to lease/ let out/ licence/ similar arrangement of the Unit to the prospective party/ new lessee/ licensee/ user/ other party and hereby undertakes that during the agreed term, the Allottee shall not directly or indirectly carry out any activities to lease/ let out/ licence/ similar arrangement of the Unit with the prospective tenant/ lessee/ licensee/ user/ third party. *The Allottee agrees not to solicit, encourage, entertain, initiate or participate in any inquiry, negotiations or discussions or enter into any agreement with respect to any offer or proposal for lease/ let out/ licence/ similar arrangement of the Unit to the prospective tenant/ lessee/licensee/ user/ third party.* ***If the Allottee is approached by a potential tenant and/or leasing agency, the Allottee shall immediately refer such person to Developer*** *(its nominees/ assigns/brand licensor as the case may be)."*

17. Further, Clause 1.21.3 of the agreement provides as under:

"1.21.3
The Allottee shall not demand or claim physical possession of the Unit till it is on lease *or other arrangement(s) as agreed to* hereinabove."

18. It is observed that as per Clause 1.21.1, the complainants have agreed that the developer shall have exclusive rights to lease/let out/licence the unit and the allottee shall not directly or indirectly enter into any such arrangement with any third party. The clause further provides that if any tenant approaches the allottee, the same shall be referred to the developer.

19. Further, as per Clause 1.21.3, the complainants have specifically agreed that they shall not demand or claim physical possession of the unit till the unit is on lease or under such arrangement.

20. In view of these agreed clauses, the Authority finds that the relief sought by the complainants for physical possession and for stopping leasing cannot be granted, as the same is contrary to the terms of the agreement accepted by complainants.

G. Directions of the Authority.

21. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast

upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act:

i. The respondent is directed to execute the conveyance deed in favor of the complainants subject to the payment of applicable stamp duty, registration and other statutory charges as per applicable local laws within a period of three months.

ii. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.

22. Complaint as well as applications, if any, stand disposed off accordingly.

23. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Date: 17.07.2026