

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

Date of decision: 25.08.2026

NAME OF THE BUILDER		Roshni Builders Private Limited & M3M India Private Limited		
PROJECT NAME		"M3M Broadway, Sector- 71, Gurugram.		
Sr. No.	Case No.	Case title	APPEARANCE	
1.	CR/4584/2025	Vandana Singh V/s Roshni Builders Private Limited & M3M India Private Limited	Mayank Goel, Adv. (Complainant)	
			Shriya Takkar, Adv. (Respondent)	
2.	CR/4606/2025	Vandana Singh V/s Roshni Builders Private Limited & M3M India Private Limited	Mayank Goel, Adv. (Complainant)	
			Shriya Takkar, Adv. (Respondent)	

CORAM:

Shri. Arun Kumar

Chairperson

ORDER

1. This order shall dispose of all the 2 complaints titled as above filed before this Authority in Form CRA under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the projects, namely, 'M3M Broadway" at Sector 71, Gurgaon' being developed by the same respondent promoter "M/s Roshni Builders Private Limited & M3M India Private Limited".
3. The details of the complaints, reply to status, unit no., date of agreement and allotment, due date of possession, offer of possession and relief sought are given in the table below:

Possession Clause: 7. POSSESSION OF THE UNIT 7.1 Schedule for possession of the said Unit: - The Allottee confirms that the Building/Block/Tower wherein the Unit is located is ready for possession and the Developer has obtained part Occupation Certificate thereto. The delay in taking over of possession by the Allottee is totally attributed to the Allottee which is due for opting for payment of the Total Consideration Value. It is further agreed between the Parties that the Allottee shall not raise any objection, or refuse to take possession of the Unit on any pretext whatsoever. Occupation certificate received on 13.10.2022					
Sr. No.	Complaint No./Date of filing/ Reply status	Unit no. and area	Date of execution of agreement for sale/Buyer's agreement/MoU	Due date of possession and offer of Possession (OP)	Total Sale Consideration, Paid-up amount and Assured return paid by respondent to complainant (in Rs.)
	CR/4584/2025 Vandana Singh VS Roshni Builders Private Limited & M3M India Private Limited DOF:- 16.09.2025 DOR:- 02.12.2025	C- 405d, 4 th floor Admeasuring: 546.81 sq. ft. (Carpet area) (Page no. 37 of the complaint)	MoU-30.12.2024 (page 25 of complaint) BBA -23.05.2025 (page 152 of reply)	NOT Available (Ready for possession) OP - 20.02.2025 [Pg.128 of reply] Handover of symbolic constructive possession of unit - 14.06.2025	TC- Rs. 36,74,022/- (page 190 of reply) AP- Rs. 38,38,065/-
	CR/4606/2025 Vandana Singh VS Roshni Builders Private	C- 707, 7 th floor Admeasuring:	MoU-30.12.2024 (page 24 of complaint) BBA -23.05.2025	NOT Available (Ready for possession) OP - 20.02.2025	TC- Rs. 31,84,806/- AP- Rs. 38,38,065/-

Limited & M3M India Private Limited DOF:- 19.09.2025 DOR:- 02.12.2025	520.01 sq. ft. (Carpet area) (Page no. 37 of the complaint)	(page 145 & 147 of reply)	[Pg.119 of reply] Handover of symbolic constructive possession of unit - 14.06.2025	
List of Abbreviations used: DOF Date of Filing DOR Date of Reply Received OP Offer of Possession TC Total Consideration AP Amount Paid MoU Memorandum of Understanding BBA Builder Buyer Agreement/ buyer's agreement				
Relief Sought by complainants in both the complaints: - i. Direct the respondent to pay the delay possession charges. ii. Direct the respondent to handover a complete unit to the complainants in accordance with the specifications mentioned in the agreement. iii. Direct the respondent to execute valid buyer's agreement. iv. Direct the respondent to make payment on account of rental received from the tenant since the date of MoU till the time of actual handing over of possession. v. Direct the respondent to not levy any illegal demands along with other applicable charges and fit-out charges. vi. Direct the respondent to pay unpaid six months rental income.				

4. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of Section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under the Act, the rules and the regulations made thereunder.
5. The facts of both the complaints filed by the complainant/allottee are also similar. Out of the above-mentioned cases, the particulars of lead case **CR/4584/2025 Case titled as Vandana Singh VS Roshni Builders Private**

Limited & M3M India Private Limited are being taken into consideration for determining the rights of the allottees qua assured return and quashing the illegal demands.

Unit and project related details:

6. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, date of buyer's agreement etc, have been detailed in the following tabular form:

"CR/4584/2025 Case titled as Vandana Singh VS Roshni Builders Private Limited & M3M India Private Limited"

S. N.	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 25.02.2018 valid till 24.10.2023
5.	Name of licensee	Roshni Builders Pvt. Ltd., Highrise Propbuild Pvt. Ltd
6.	RERA Registered/ not registered	Registered vide no. 31 of 2018 dated 14.12.2018 valid upto 31.10.2023
7.	Commercial unit.	C- 405d, 4 th floor (Page no. 37 of the complaint)
8.	Area admeasuring	546.81 sq. ft. (Carpet area) (Page no. 37 of the complaint)
9	MoU	30.12.2024 (page 25 of complaint)
10.	Allotment letter	17.02.2025

		(Page no. 34 of reply)
11.	Cover letter	19.02.2025 (Page no. 127 of reply)
12	Notice of offer of possession	20.02.2025 (page 128 of reply)
13	Reminder for payment	25.03.2025 (Page 143 of reply)
14	Pre-cancellation	02.04.2025, 1.5.2025 (page 146 and 148 of reply)
15	Buyer agreement	23.05.2025 (page 152 of reply)
16	Possession clause	<p>7. POSSESSION OF THE UNIT</p> <p><i>7.1 Schedule for possession of the said Unit: - The Allottee confirms that the Building/Block/Tower wherein the Unit is located is ready for possession and the Developer has obtained part Occupation Certificate thereto. The delay in taking over of possession by the Allottee is totally attributed to the Allottee which is due for opting for payment of the Total Consideration Value. It is further agreed between the Parties that the Allottee shall not raise any objection, or refuse to take</i></p>

		<i>possession of the Unit on any pretext whatsoever.</i>
17	Due date of possession	NA (Ready for possession)
18	Total sale consideration	Rs. 36,74,022/- (page 190 of reply)
19	Amount paid by the complainant	Rs. 38,38,065/-
20.	Occupation certificate /Completion certificate	13.10.2022
21	Facilitation agreement	27.05.2025 (page 200 of reply)
22	Handover of symbolic constructive possession of unit	14.06.2025
23.	Email confirmation of taking the virtual possession	20.06.2025 (page 58 of complaint)

B. Facts of the Complaint:

7. The complainant has made the following submissions:

- a) That the complainants, in the year 2015, through respondent companies channel partner Elite Landbase Pvt. Ltd and Mr. Shakti Singh (hereinafter referred to as the “representative of the respondent”) proceeded to book three units in the said project, namely: unit C-703D ad-measuring super area 750.20 sq. ft.; unit C-703E ad-measuring super area 854.03 sq. ft.; and

unit C-704D ad-measuring super area 833.65 sq. ft. In pursuance of these bookings, the complainants, acting in good faith and with utmost diligence, made payments as demanded by the respondents during the period spanning the end of 2019 to the beginning of 2020. It is submitted that, despite the substantial payments already made, the respondent failed to duly reflect the same in the complainant's ledger/account maintained by the respondent. The complainants continuously raised objections, issued reminders, and sought clarification regarding the non-updation of their account but to no avail. This conduct of the respondent not only caused immense financial anxiety and uncertainty to the complainants but also reflects a dishonest intention to suppress and misappropriate the funds deposited by the complainants.

- b) That it is pertinent to mention here that the respondent companies acting in collusion with its channel partner and their representative, repeatedly and wrongfully raised a payment demand of Rs.1.05 crore against the afore-mentioned units. This demand was entirely baseless, as the Complainants had already made payment as and when demanded by the Respondent at the rate of Rs. 7,350 per sq. ft. for a total area of 2,437.88 sq. ft. Additionally, in blatant abuse of their dominant position, the Respondents arbitrarily and fraudulently canceled the Complainant's three booked units on the false pretext of "non-payment" with the ulterior motive of wrongfully forfeiting the entire sum paid by the Complainants. The said investment had been made in the names of the Complainant's mother & father to secure a steady monthly income and to meet the medical expenses of the Complainant's parents. The unlawful cancellation and resulting loss of capital caused deep mental agony to the

Complainant's family, and the Complainant's mother, Late. Smt. Indu Mala Singh, tragically passed away on 25.09.2024 due to the shock and grief of losing her life's savings. The Complainants squarely attributes this irreparable loss to the fraudulent conduct of Respondent Companies and their representatives.

- c) That despite repeatedly furnishing documentary proof of payments to the respondents and their authorized representatives, the complainants were consistently met with non-cooperation, deliberate evasion, and a complete refusal to address their legitimate concerns. It is important to note that the complainants, on numerous occasions between 2020 and 2023, personally visited the offices of the Respondent Companies and their channel partner in the sincere hope of arriving at an amicable resolution. However, instead of addressing these bona-fide grievances, the complainants were subjected to intimidation by security personnel ("bouncers") deployed by the respondents. Thereafter, all senior executives and authorized representatives of the Respondents went to the extent of blocking the complainants on both phone and WhatsApp, thereby completely shutting all channels of communication.
- d) That having been left with no other recourse, the Complainants were constrained to initiate legal proceedings, including two complaints bearing no. RERA-GRG-5836-2024 and RERA-GRG-5833-2024 that were filed before the Authority in respect of the units booked in the Respondent Company's project "M3M Urbana Business Park". It is pertinent to mention here that it was only after the commencement of these proceedings that the Respondents, for the first time, expressed their willingness to settle the dispute. Consequently, on 13.12.2024, under immense pressure and

coercion, the Complainants were compelled to execute a Memorandum of Understanding (hereinafter referred to as 'MoU'), whereby they were forced to agree to accept two office units in the Respondent Company's project "M3M Broadway" (hereinafter referred to as the 'project in question') upon making an additional payment of Rs. 15,00,000/- and the combined super area for the newly allotted units be 2,142 sq. ft. for both units together. The said settlement was made subject to onerous conditions that required the complainants to withdraw all pending cases including the case filed in Consumer Forum against the allotted unit in project "M3M Heights" thereby relinquish their rightful claims for possession of all the units booked earlier, and accept only a refund of Rs. 7,25,000/- lakh towards the payments made for units in the project "M3M Urbana Business Park" and "M3M Heights".

- e) That it is pertinent to highlight that the complainants were compelled to execute the aforesaid Memorandum of Understanding under undue pressure, as the Respondent categorically indicated that failure to do so would result in denial of allotment of the office units in the project titled "M3M Broadway". Such conduct clearly demonstrates that the execution of the MoU was not out of free will or mutual consent but under coercive circumstances, leaving the complainants with no viable alternative.
- f) That upon allotment of the unit in question, the complainants made a payment of Rs. 12,57,250/- vide instrument bearing no. ADJ-FAPPS71/00290/20-21,00289,00290 dated 17.03.2025, Rs. 5,00,000/- vide instrument bearing no. BHAT/00002/26 dated 02.04.2025, Rs. 1,96,236/- vide instrument bearing no. BHAT/00018/26 dated 28.04.2025, Rs. 4,20,950/- vide instrument bearing no. BHAT/00006/26

dated 30.04.2025 & Rs. 14,63,629/- vide instrument bearing no. BHAT/00020/26 dated 03.05.2025 totaling to Rs. 38,38,065/-.

- g) That despite the complainants having duly made all payments in a timely manner, strictly in accordance with the demands raised by the respondents, the respondents willfully failed, neglected, and refused to execute the Builder Buyer Agreement (herein referred to as "BBA"). Additionally, the complainants repeatedly asked for the floor plan but to no avail. These deliberate omissions on the part of the Respondents is in gross violation of their statutory obligations under the Real Estate (Regulation and Development) Act, 2016, as well as the terms assured to the Complainants at the time of booking. The failure to execute the BBA not only demonstrates the malafide intent of the respondents but also deprived the complainants of their lawful contractual safeguards, creating uncertainty regarding the title, possession, and delivery schedule of the allotted unit.
- h) That on 28.05.2025, the respondents, by exerting undue pressure and without affording any free consent, compelled the complainants to sign a Special Power of Attorney (herein referred to as "SPA"). The said execution was neither voluntary nor in accordance with the terms of the MoU, and the complainants were left with no option but to agree to the coercive tactics adopted by the respondents. Such conduct on the part of the respondents amounts to blatant abuse of their dominant position. It is pertinent to highlight that as per Clause A of the said SPA, the complainants were purportedly allotted an "Office cum Cabin Block." However, upon visiting the premises of the unit in question, the complainants discovered that the unit was, in fact, merely a virtual space and not an actual cabin

block as represented. Such deliberate misrepresentation and high-handed conduct on the part of the respondents amounts to a violation of settled principles of contractual fairness and consumer protection law.

- i) That it is pertinent to mention that, vide email dated 20.06.2025, the Respondents informed the Complainants that only "virtual possession" of the unit in question had been handed over. In response, the complainants promptly sought clarification regarding the handing over of virtual space rather than the office cum cabin block but to no avail. Additionally, the Complainants further inquired about applicable stamp duty, registration fee, and any other incidental charges payable at the stage of possession. However, the respondents failed to provide any reply or clarification to the said queries, demonstrating their evasive and non-cooperative approach. Subsequently, on 05.08.2025, the Complainants specifically requested the Respondents to confirm the timeline for handing over the actual physical possession of the unit. Shockingly, vide email dated 06.08.2025, the respondents categorically stated that no key handover or physical possession would be provided and that the possession of the unit would be treated as "deemed complete." This arbitrary and unilateral stance of the respondents is contrary to settled principles of real estate law and the provisions of the RERA Act, 2016, which mandate delivery of actual, lawful possession rather than mere symbolic or virtual possession.
- j) That to the utter shock and dismay of the Complainants, upon visiting the unit in question, it was already been pre-leased by the Respondents to the "Knowledge Centre" on terms grossly unfavorable to the complainants. Under the arrangement communicated by the respondents, revenue sharing for the first year was limited to a meagre 10% among all

Knowledge Centre unit owners; from the second year onward (effective from November 2025), the rent was fixed at only @Rs.40 per sq. ft., to increase merely to Rs.50 and Rs.60 per sq. ft. over the next two years and thereafter remain capped at Rs.60 per sq. ft. for an additional four years. Further, the respondents granted the knowledge centre an initial rent-free period of six months, resulting in zero rental income to the complainants during this period. such arbitrary and commercially unreasonable terms have caused the complainants serious financial loss, undue hardship, and constitute a clear violation of the complainant's legitimate contractual rights as an allottee under RERA Act, 2016.

- k) That, as already stated herein-above, the respondents have leased out the premises in question to knowledge centre and have been continuously receiving rental income from the said company. however, despite the complainants being the lawful and bona-fide owners of the said unit, no part of the rental amount is being remitted to them.
- l) That the complainants were further informed by the respondents that, in order to be eligible to start receiving any rental income from the unit in question, the complainants must get a special power of attorney executed and pay an additional amount of approximately Rs. 1,750/- per sq. ft. along with applicable taxes and fit-out charges, which is highly arbitrary, unreasonable, and contrary to the rights of the complainants who have already fulfilled payment obligations; such an imposition, without even granting proper physical possession of the property, amounts to an unfair trade practice causing the complainants severe financial hardship, as it would take several years merely to recover these unjust expenses.

m) That the persistent and deliberate manipulation exercised by the respondents against the complainants. initially, the respondents arbitrarily canceled the units booked by the complainants on the false pretext of non-payment, despite the complainants having duly complied with the payment schedules. Subsequently, in order to "settle" the matter, the respondents coerced the complainants into accepting allotment of an alternative office unit bearing No. C- 405D. Shockingly, even after such agreement, the respondents willfully failed and neglected to execute any builder buyer agreement in favour of the complainants, thereby depriving them of their lawful rights and protections under law. Further, without seeking or obtaining the consent of the complainants, the said unit was leased out by the respondents at abysmally low rates under terms grossly prejudicial to the complainant's interest, including an unjustified 6 month rent-free period resulting in complete deprivation of rental income during that period. As if these oppressive measures were not enough, when the complainants objected and asserted their rightful claim to timely rental income, the respondents imposed an arbitrary and discriminatory eligibility criterion requiring execution of Special Power of Attorney and payment of an additional amount of Rs.1,750/- per sq. ft., along with applicable taxes and fit-out charges, as a pre-condition to release such income.

C. Relief sought by the complainants:

8. The complainant herein has sought following relief(s):
 1. Direct the respondent to **execute the valid builder buyer agreement** of the unit in question.

- II. Direct the respondent to **hand over the physical possession of unit** bearing No. C-405D, 4th Floor, after ensuring that the premises are duly vacated by the illegal occupant, namely *Knowledge Centre*.
- III. Direct the Respondent to pay **delay possession charges amounting to Rs. 3,19,810/-** from 30.12.2024 till 30.09.2025.
- IV. Direct the respondent to make the **payment on account of rental received from the tenant since the date of MoU** till the time of actual handing over of possession.
- V. Direct the respondent not to charge the illegal demand of Rs.1750/- per sq. ft. along-with other applicable charges and fit-out charges.
- VI. Direct the respondent to pay the unpaid rental income of 6 months.
9. On the date of hearing, the authority explained to the respondent /promoters about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondents

10. The respondents have contested the complaint on the following grounds vide its reply dated 02.12.2025:
 - a) That at the very inception, it is to state that the respondent no. 1 herein, i.e, M/s. Roshni Builders Pvt. Ltd. stands amalgamated/ merged with Respondent No. 2 i.e. M/s. M3M India Pvt. Ltd. vide order dated 03.10.2024 passed by Ministry Of Corporate Affairs and therefore as of today, there is no entity with the name of M/s Roshni Builders Pvt. Ltd. The present reply for and on behalf of the respondent is being filed by M/s. M3M India Pvt. Ltd through its Authorised Signatory Mr. Prageet Rathi, who has been duly authorized by the Board of Directors of the

respondent to sign and verify the present reply and to do such acts ancillary thereto.

- b) That without prejudice to the aforementioned contentions, it is stated that the complainants have approached the authority with unclean hands and have 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 complainants have suppressed and/or mis-stated the facts and, as such, the complaint apart from being wholly misconceived is rather the abuse of the process of law. On this short ground alone, the complaint is liable to be dismissed.
- c) That the complainants have neither any cause of action nor any locus standi to maintain the present complaint against the respondent, especially when the complainants themselves seeking the complete amendment/ modification/ re-writing of the terms and conditions of the understanding between the parties. This is evident from the averments as well as the prayers sought in the complaint.
- d) That the present complaint has been filed with mala fide intentions to wriggle out of contractual obligations as no cause of action for the relief sought has been made out in the present complaint. That the occupation certificate for the present phase of the project m3m Broadway, a commercial project developed in a planned and phased manner consisting of modern office spaces, entertainment, food and beverage outlets, modern office spaces, upscale efficient lofts situated in Sector 71, Gurugram was granted by the competent authorities after due verification and inspection on 13.10.2022. That the complainants herein applied for booking of a unit in project 'M3M Broadway', commercial

project developed in a planned and phased manner consisting of modern office spaces, entertainment, food and beverage outlets, modern office spaces, upscale efficient lofts situated in Sector 71, Gurugram vide Application form. The duly executed copy of the application form was received in the sales office of the respondent. The Application Form was executed by the complainants after reading and understanding all the clauses stated therein under. It is further submitted that at the time of submitting their duly executed application form, the complainants were fully aware and duly informed that the unit in question was for leasing purposes. At the time of booking, the complainant was very well aware that the unit in question was *already pre-leased to one Knowledge Center in 01.05.2024*. The status of the unit as pre-leased had been expressly disclosed to the complainants prior to and at the time of submission of the application form, and despite having complete knowledge and understanding of the same, the complainants with their open eyes voluntarily proceeded to submit their application form.

- e) That in due consideration of the complainants' commitment to make timely payments, the complainants were allotted unit bearing no. "C 405D" (Office) on 4th Floor in Office Block in the commercial project "M3M Broadway" vide allotment letter dated 17.02.2025. It is submitted that the cost of the unit for carpet area admeasuring 546.81 sq. ft as per the allotment letter was Rs. 36,74,022/- 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 of the Authority:

PAYMENT PLAN OF TCV:

Name of Instalment	% of TCV	Revenue Head	Charge Amount in (Rs.)	Tax Amount in (Rs.)	Installment Amount (in Rs.)
Within 5 Days of Booking	8.17 %	TCV	3,00,000.00	0.00	3,00,000.00
Within 10 Days of Booking	26.05 %	TCV	9,57,250.00	0.00	9,57,250.00
On Notice of Offer of Possession	65.78 %	TCV	24,16,772.00	0.00	24,16,772.00
TOTAL PAYABLE			36,74,022.00	0.00	36,74,022.00

PAYMENT PLAN OF OTHER CHARGES:

Name of Instalment	% of other charges	Revenue Head	Charge Amount in (Rs.)	Tax Amount in (Rs.)	Installment Amount (in Rs.)
On Notice of Offer of Possession	100 %	IFMS	1,64,043.00	0.00	1,64,043.00
On Notice of Offer of Possession	100 %	POWER BACKUP CHARGES (CARPET)	1,64,043.00	0.00	1,64,043.00
TOTAL PAYABLE			3,28,086.00	0.00	3,28,086.00

- f) That ab initio it was agreed between the parties that the unit in question was to be leased out to the lessee, either individually or in combination of other units and the complainants were only entitled to symbolic possession of the unit.

- g) That the respondent as per the payment plan opted by the complainants raised a demand vide demand letter dated 17.02.2025 for an amount of Rs. 3,00,000/- that was due "Within 5 days of booking".
- h) That the respondent as per the payment plan opted by the complainants raised another demand vide demand letter dated 18.02.2025 for an amount of Rs. 12,57,250/- that was due "Within 10 days of Booking" which included previous outstanding dues of Rs. 3,00,000/- and current dues of Rs. 9,57,250/-.
- i) That immediately after issuance of the allotment letter, the respondent company vide cover letter dated 19.02.2025 sent triplicate copies of the buyers agreement for due execution at the complainant's end.
- j) That the respondent offered the constructive possession of the unit to the complainants vide notice of offer of possession dated 20.02.2025. Vide the said offer of possession the complainants were requested to clear their dues to the tune of Rs. 40,68,465/- (including stamp duty charges) payable within a period of 10 days from the date of notice of offer of possession.
- k) That the respondent vide email dated 05.03.2025 requested the complainants to return the duly executed copy of the buyers agreement from their end.
- l) That somewhere around March, 2025 the complainant telephonically contacted the representative of the respondent stating that they have lost all the documents pertaining to the unit in question i.e., C 405D. That for issuance of fresh copies of the said documents, the respondent requested the complainants to complete the necessary formalities i.e. a Loss of Indemnity Bond on a Rs. 100 Stamp paper declaring that the original

documents relating to the unit in question had been lost. Post submissions of the requisites documents, the Respondent issued fresh documentation.

- m) That the complainants communicated their inability to be physically present for the registration of the buyer's agreement. in view thereof, the respondent, vide email dated 07.03.2025, forwarded an Authorisation Letter to the complainants, thereby enabling them to execute the requisite documentation at their end.
- n) That the complainants subsequently submitted the duly executed authorisation letter, wherein they expressly authorised Mr. Rakesh Kumar to appear before the competent authority for the purpose of registration of the buyers agreement on their behalf.
- o) That the complainants had entered into a memorandum of understanding dated 30.12.2024 with the respondent **in respect** of the previously allotted units in the project in question as well as those of the Associate Companies, namely:
- I. "M3M Broadway" bearing Unit Nos. C-703D, C-704D and C-703E;
 - II. Unit No. MH TW-06/408 in "M3M Heights"; and
 - III. "M3M Urbana Business Park" bearing Unit Nos.
UBP/ST/O/7L/1D, UBP/ST/O/7L/1E and UBP/ST/O/19L/6H.
- p) That As per Clause 1 of the MoU, the parties mutually agreed that an amount of Rs. 25,14,500/- paid towards the three units in the project "M3M Broadway" (i.e., Units C-703D, C-704D and C-703E), would be transferred and adjusted against the consideration of the two new units, bearing unit Nos. C-405D and C-707 (referred to in the MoU as "New Unit 1") in the project "M3M Broadway," which were allotted to the

complainants. The complainants requested the answering respondent to transfer the amount paid by them towards the earlier 3 units booked in the project 'M3M Broadway' to the unit in question. Acting on their request and post obtaining the consent by the complainants, the respondent facilitated the transfer of funds amounting to Rs.12,57,250/- towards the unit in question. The complainants were duly informed post the transfer of funds and that the fund transfer stands closed vide email dated 19.03.2025.

- q) That the complainants failed to make the payment of their outstanding dues, therefore the respondent vide reminder letter dated 25.03.2025 requested the complainants to deposit the outstanding dues within a period of 07 days. The said reminder letter was also sent to the complainants vide email dated 26.03.2025.
- r) That Since the complainants failed to comply with the payment obligations within the prescribed timeline, the respondent issued a pre-cancellation notice dated 02.04.2024 requesting the complainants to come forward and remit the outstanding dues as well as the interest accrued as on date within a period of 7 days. The said pre-cancellation notice was also sent to the complainants vide email dated 04.04.2025.
- s) That thereafter, the complainants made part payments of Rs. 5,00,000/- on 02.04.2025, Rs. 1,96,236/- on 28.04.2025 and Rs. 4,20,950/- on 30.04.2025 towards the outstanding dues. The said payments were duly acknowledged by the respondent vide receipts.
- t) That once again, the complainants failed to make payment of the outstanding dues within the prescribed timeline, therefore the respondent issued another pre-cancellation notice dated 01.05.2025

requesting the complainants to come forward and remit the outstanding dues within a period of 7 days.

- u) That post the issuance of the said pre-cancellation notice, the complainants approached the respondent and post discussions, the respondent being a customer oriented company and as a good-will gesture gave the complainants a one-time discount/rebate for an amount of Rs. 14,63,629/- on 03.05.2025.
- v) That after persistent follow-ups with the complainants, the buyers agreement was executed between the parties on 23.05.2025.
- w) That from a bare perusal of Clause 1.19, Clause 1.20 and its sub-clauses, Clause 1.21 and its sub-clauses, it is absolutely clear that the unit in question was to be leased out to a Brand/operator and was not meant for self-occupation. It is submitted that the complainants were only entitled to symbolic/constructive possession of the unit in question.
- x) That the complainants thereafter visited the project site and after being satisfied with the unit, its location, dimensions, location, quality and thus executed the indemnity cum declaration dated 27.05.2025 on their own free will and consent. the complainants by executing the said document confirmed that the same are in accordance with the terms of the buyers agreement. The complainants further agreed that they have no claims or demands of any nature whatsoever against the respondent.
- y) That thereafter, the complainants approached the answering respondent and expressed their intent to lease out the unit in question as agreed between the parties at the time of booking and opted for leasing arrangement, being provided by the answering respondent to lease out the unit to a suitable lessee either individually or combined along with

other units. Accordingly, the complainants and the respondent entered into a facilitation agreement dated 27.05.2025. As per this Facilitation Agreement, the complainants have agreed that the answering respondent has the power to identify the tenant/lessee/licensee/third party and to discuss, negotiate, settle down and finalise the terms and conditions of such lease/license/similar arrangement, rentals/fee, security deposit, escalations, maintenance charges, maintenance security, administrative charges etc. reference is made to clause 1 of the facilitation agreement.

- z) That the complainants are only entitled to symbolic/constructive possession of the unit in question and have expressly waived their right to seek physical possession of the unit.
- aa) That subsequently, the complainants have executed the special power of attorney dated 28.05.2025. By executing this Special Power of Attorney, the Complainants have authorised the Answering respondent to take necessary steps to fulfil its functions under the facilitation agreement. Thus, it is absolutely clear from the above that the unit in question was to be leased out to the lessee.
- bb) That posts the clearance of all the dues and after the handover tour, after inspecting the facilities and services provided in the project and ensuring that the same are in accordance with the plans and specifications that have been agreed under the buyers agreement, the respondent handed over the symbolic/constructive possession of the unit in question to the complainants on 14.06.2025.
- cc) That the complainants were further informed vide email dated 06.08.2025 that, since the unit was a virtual space, therefore no key handover or physical possession was involved. The complainants were

also informed that the possession stands deemed complete as per the Buyers Agreement and the Facilitation Agreement.

dd) That the actual amount paid by the complainants towards the unit in question is Rs.23,74,436/- (excluding rebate of 14,63,629/-). That the complainants as per the terms of the buyer's agreement, facilitation agreement are liable to pay the following charges to the respondent and the same be treated as counter claim of the answering respondent Company:

S. No.	Particulars	Amount	Relevant clause
1.	Fit out cost and brokerage	Rs. 16,46,808/-	Clause 1.21.2 of the Buyers Agreement
2.	Stamp duty and registration charges	Stamp duty- Rs.3,44,600/- Registration fee - Rs. 30,003/-	Clause 10.1 of the Buyers Agreement
3	Property Tax	Rs. 35,958/-	Clause 1.2(ii) of the Buyers Agreement
	TOTAL	20,57,369	

ee) Thus, the complainants are liable to pay an amount of Rs. 20,57,369/- as on 01.12.2025 to the respondent strictly in accordance with the terms and conditions of the buyers agreement and the facilitation agreement.

ff) That the respondent has acted in accordance with the terms of the buyers agreement and the lease facilitation agreement between the parties herein. It is submitted that the complainants are bound by the terms contained in the buyers agreement and the facilitation agreement. The complainants now at this belated stage cannot be allowed to take a somersault and evade from their contractual obligations.

gg) That the complainants at all times were very well aware that the unit in question was intended to be leased out to a prospective lessee for which

the complainants have given their consent for the same to the answering respondent. The complainants had voluntarily opted for the leasing model and agreed to be bound by its terms, as recorded in the allotment letter, buyer's agreement and facilitation agreement.

- hh) That ab initio it was agreed between the parties that the unit in question was to be leased out to the prospective lessee, either individually or in combination of other units and the complainants were only entitled to symbolic possession of the unit. It is submitted that the complainants, at the time of submitting their application form, were fully aware that the unit in question had already been pre-leased in accordance with the leasing model agreed upon. The complainants with their open eyes and being aware that the unit is pre-leased booked the unit in question went ahead with the present transaction.
- ii) That since, it was agreed between the parties that the unit in question was to be leased out either individually or in combination with other units the complainants executed the lease facilitation agreement with the answering respondent on 27.05.2025. As per this Lease Facilitation Agreement, the complainants had agreed that the respondent company has the power to identify the tenant/lessee/licensee/third party and to discuss, negotiate, settle down finalise and enter into the terms and conditions of such lease/license/similar arrangement, rentals/fee, security deposit, escalations, maintenance charges, maintenance security, administrative charges etc.
- jj) That from a bare perusal of the terms of the Application Form, Clause 1.18 of the Allotment Letter, Clauses 1.19, 1.20 and its sub-clauses, and Clauses 1.21 and its sub-clauses of the buyer's agreement, as well as the

relevant clauses of the facilitation agreement, it becomes abundantly clear that the unit in question was intended to be leased out to a brand/operator and was never meant for self-occupation. It is, therefore, submitted that the complainants were only entitled to symbolic or constructive possession of the said unit.

- kk) That the occupation certificate for the present phase of the project M3M Broadway, a commercial project developed in a planned and phased manner consisting of modern office spaces, entertainment, food and beverage outlets, modern office spaces, upscale efficient lofts situated in Sector 71, Gurugram was granted by the competent authorities after due verification and inspection on 13.10.2022.
- ll) That the complainant applied for the booking of a ready-to-move-in unit, which was intended to be leased out to a prospective lessee and the said fact is absolutely clear from the terms of the allotment letter dated 17.02.2025, Buyers Agreement dated 23.05.2025 and Facilitation Agreement dated 27.05.2025. The Respondent Company issued a notice of offer of constructive possession dated 20.02.2025, calling upon the complainants to take constructive possession of the unit. Through this notice, the complainants were asked to clear outstanding dues amounting to Rs. 40,68,465/- (including stamp duty charges) within 10 days from the date of possession offer.
- mm) That subsequently, upon the clearance of all the dues and after the handover tour, after inspecting the facilities and services provided in the project and ensuring that the same are in accordance with the plans and specifications that have been agreed under the Buyers Agreement, the

respondent handed over the symbolic/constructive possession of the unit in question to the complainants on 14.06.2025.

nn) Thus, the possession of the unit was offered and delivered strictly in accordance with the project timelines and the governing contractual terms. There is no delay attributable to the respondent in this regard. The actual amount paid by the complainants towards the unit in question is Rs.23,74,436/- (excluding rebate of 14,63,629/-). The complainants as per the terms of the Buyers Agreement, Facilitation Agreement are liable to pay the an amount of Rs 20,57,369/- as on 01.12.2025 to the respondent and the same be treated as counter claim of the answering respondent.

oo) That the complainants are now raising issues at this belated stage, after having received symbolic/constructive possession and having agreed to the leasing arrangement. The complainants are all issues as an afterthought with the sole motive to extract illegal and unlawful benefits from the respondent. The present complaint is nothing but an abuse of the process of the Authority.

pp) That the complainants, with full knowledge and open eyes, booked the unit in question and were well aware that it was a pre-leased unit. Accordingly, they are now estopped from raising any dispute regarding its leasing status or from attempting to resile from their contractual obligations. The issues now being raised by the complainants at this belated stage are clearly an attempt to unjustly enrich themselves, which is wholly impermissible in law and amounts to an abuse of the process of the Authority.

qq) That it is important to note that the actual amount paid by the complainants towards the unit in question is Rs.23,74,436/- (excluding rebate of 14,63,629/-). That the complainants as per the terms of the Buyers Agreement, Facilitation Agreement are liable to pay the following charges to the respondent and the same be treated as counter claim of the answering respondent. The complainants as per the terms of the Buyers Agreement and Facilitation Agreement are liable to pay the following charges to the respondent and the same be treated as counter claim of the answering respondent:

S. No.	Particulars	Amount	Relevant clause
1.	Fit out cost and brokerage	Rs. 16,46,808/-	Clause 1.21.2 of the Buyers Agreement
2.	Stamp duty and registration charges	Stamp duty- Rs. 3,44,600/- Registration fee - Rs. 30,003/-	Clause 10.1 of the Buyers Agreement
3.	Property Tax	Rs. 35,958/-	Clause 1.2(ii) of the Buyers Agreement
	TOTAL	20,57,369	

rr) Thus, the complainants are liable to pay an amount of Rs. 20,57,369 as on 01.12.2025 to the respondent, strictly in accordance with the terms and conditions of the Buyers Agreement and the Facilitation Agreement.

11. All other averments made in the complaint were denied in toto.
12. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on

the basis of those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

13. 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

14. 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

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

"Section 11(4) (a)

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

Section 34-Functions of the Authority:

34(f) *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."*

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

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

F. Findings on the relief sought by the complainant.

F.I Direct the respondent to execute the valid builder buyer agreement of the unit in question.

F.II Direct the respondent to hand over the physical possession of unit bearing No. C-405D, 4th Floor, after ensuring that the premises are duly vacated by the illegal occupant, namely *Knowledge Centre*.

F.III Direct the Respondent to pay delay possession charges amounting to Rs. 3,19,810/- from 30.12.2024 till 30.09.2025.

F.IV Direct the respondent to make the payment on account of rental received from the tenant since the date of MoU till the time of actual handing over of possession.

F.V Direct the respondent not to charge the illegal demand of Rs.1750/- per sq. ft. along-with other applicable charges and fit-out charges.

F.VI Direct the respondent to pay the unpaid rental income of 6 months

17. The above-mentioned relief(s) sought by the complainant are taken together being inter-connected.
18. The complainant states that the respondents, despite having received payments from the complainants, arbitrarily cancelled their previously booked units on the false pretext of non-payment and subsequently coerced them into executing an MoU for allotment of an alternative unit bearing No. C-405D in the project "M3M Broadway". Despite receipt of the entire sale consideration, the respondents failed to execute the builder buyer agreement, withheld the floor plan, and purported to hand over only virtual possession, while leasing the unit to a third party without the complainants' consent and denying them rental income. The respondents further imposed arbitrary conditions, including execution of a special power of attorney and payment of

additional charges of approximately Rs. 1,750/- per sq. ft., for release of rental income.

19. On the contrary, the respondent states that the complainants knowingly and voluntarily booked Unit No. C-405D in "M3M Broadway" under a pre-leased model, agreeing to symbolic/constructive possession and the terms of the Buyer's Agreement and Facilitation Agreement. The respondents further that constructive possession was handed over on 14.06.2025 and allege payment defaults on the part of the complainants.
20. After considering the facts and circumstances of the case, the pleadings of the parties, and the documents placed on record, the Authority is of the considered view that the complainant has sought relief, inter alia, in relation to the execution of the Buyer Agreement. In this regard, it is pertinent to note that the Buyer Agreement has already been executed between the parties and the same has been placed on record. Therefore, no further direction for execution of the Buyer Agreement.
21. A perusal of Clause 7.1 of the buyer agreement reveals that the subject unit was stated to be ready for possession. In view of the same and in the absence of any established delay in handing over possession on the part of the respondent-promoter, the Authority is of the view that the complainant is not entitled to delayed possession charge in the present case.
22. It is important to note that a Facilitation Agreement was executed between the parties on 27.05.2025 and that the respondent-promoter handed over symbolic/constructive possession of the subject unit to the complainant on 14.06.2026. In this regard, the Authority observes that as per clause 6 of the facilitation agreement, the respondent is obligated to remit to the complainant the lease rent, lease/user charges or other amounts collected from the

proposed lessee/licensee/user, subject to deductions towards TDS, facilitation charges, brokerage and other charges, strictly in accordance with the terms and conditions of the agreement. In view of the aforesaid contractual arrangement, the respondent is directed to remit the lease rent, lease/user charges or other amounts received in respect of the unit to the complainant in accordance with the Facilitation Agreement, subject to only those deductions that are contractually permissible and legally applicable. The payment shall be remitted to the designated bank account of the complainant in accordance with the procedure prescribed under the agreement. The respondent-promoter shall ensure due compliance with the aforesaid contractual obligations and the complainant shall be entitled to receive the amounts in accordance with the terms of the Facilitation Agreement.

23. Further, 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 favour of the complainant. Whereas as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. Since the possession of the subject unit has already been offered (symbolic constructive possession) after obtaining occupation certificate on 14.06.2025. The respondent is directed to get the conveyance deed executed within a period of three months from the date of this order. Having regard to the contractual obligations of the parties and the statutory framework under the Act, the respondent-promoter shall not levy or recover any arbitrary or unauthorised charges from the complainant that are not supported by the Buyer Agreement, the MoU or any other applicable contractual provision or statutory requirement. However, the complainant

shall remain liable to pay such lawful dues and charges as are expressly payable under the contractual documents or applicable law.

24. The complaints as well as applications, if any, stand disposed of.
25. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
26. True certified copies of this order be placed on the case file of each matter.
27. Files be consigned to registry.

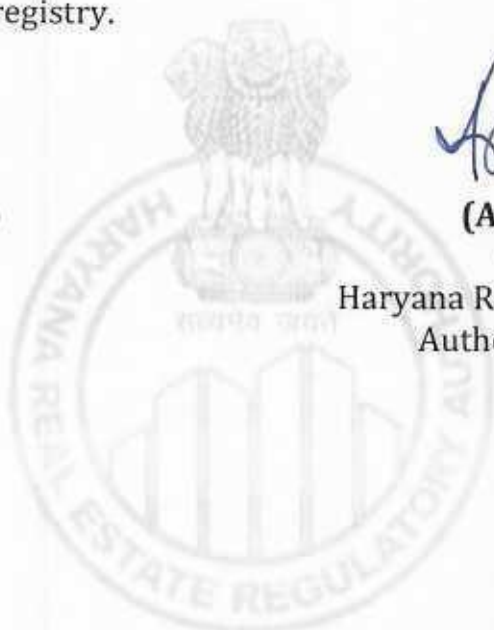
Dated: 25.08.2026



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory
Authority, Gurugram


HARERA
GURUGRAM