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HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

PROCEEDINGS OF THE DAY

139

Day and Date	Tuesday and 25.03.2025
Complaint No.	CR/1185/2024 Case titled as Akanksha Sarawat VS Manglam Multiplex Private Limited & M3M India Pvt Ltd. & Roop Bansal & Basant Bansal & M3M India Holdings Pvt Ltd.
Complainant	Akanksha Sarawat
Represented through	Shri Bhupender Pratap Singh Advocate
Respondent	Manglam Multiplex Private Limited & M3M India Pvt Ltd. & Roop Bansal & Basant Bansal & M3M India Holdings Pvt Ltd.
Respondent Represented through	Ms. Shriya Takkar and Ms. Smriti Srivastava Advocates
Last date of hearing	02.01.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 01.04.2024 and registered as complaint no. 1185 of 2024 and reply on behalf of respondent was received on 15.07.2024.

On 08.08.2024, the counsel for the complainant has placed on record an application during proceedings for amendment of relief as the unit has already been sold to third party and conveyance deed has also been executed in favour of third party. The counsel for the complainant was directed to file an affidavit of the complainant allottee for the amended relief being sought in the application and the same has been placed on record on 25.10.2024.

Succinct facts of the case as per complaint and annexures are as under:

S. No.	Particulars	Details
1.	Name and location of the project	"M3M 65 th Avenue", Sector 65, Gurugram
2.	Nature of the project	Mixed development
3.	Project area	14.4125 acres



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CRJ/185/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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4.	DTCP license no.	15 of 2017 dated 02.05.2017 valid up to 01.05.2025
5.	Name of licensee	Manglam Multiplex Pvt. Ltd.
6.	RERA Registered/ not registered	01 of 2017 dated 14.06.2017 (Issued for part of the project by the Interim RERA) 32 of 2023 dated 02.02.2023 valid up to 01.05.2024 (for whole project)
7.	Unit no.	MH TW-06-607, 6th floor & Tower-6 (As per page no. 15 of the complaint)
8.	Unit area admeasuring	1433 sq. ft. (Super area) & 776.73 sq. ft. (Carpet Area) (As per page no. 15 of the complaint)
9.	Allotment letter	12.09.2021 (As per page no. 15 of the complaint)
10.	Date of execution of BBA	Not executed
11.	Possession clause	7. POSSESSION OF THE UNIT 7.1 Schedule for possession of the said Unit: The promoter agrees and understands that timely delivery of possession of the unit along with the car parking space(s), if any, to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, as provided under the act and Rule 2(1)(f) of Rules, 2017, is the essence of the agreement. (Taken from another complaint of the same project)
12.	Due date of possession	01.05.2024 (As per RERA registration)
13.	Total sale consideration	Rs.1,73,85,706/- (As per customer ledger dated 26.07.2023 on page no. 47 of the complaint)
14.	Amount paid by the complainant	Rs.85,01,272/-

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		(As per customer ledger dated 26.07.2023 on page no. 47 of the complaint)
15.	Occupation Certificate	Not obtained
16.	Offer of possession	Not offered
17.	Demand letter	14.10.2021 & 29.05.2023 (As per page no. 32 & 34 of the complaint)
18.	Reminder letter	17.11.2021, 08.02.2022 & 01.07.2022 (As per page no. 127, 130 & 136 of the reply)
19.	Pre-cancellation notice	04.07.2023 (As per page no. 88 of the complaint)
20.	Cancellation notice	01.08.2023 (As per page no. 89 of the complaint)
21.	Conveyance deed in favour of third-party	10.07.2024 (As per page no. 5 of application placed on record by the respondent on 01.08.2024)

The counsel for the complainant states that payment schedule will reveal that 50% of total consideration is demanded without being linked to the progress of construction at the site, a violation of the mandate of 4(2)(l)(d) which mandates withdrawal from the escrow account strictly in accordance with the progress of construction. The respondents have raised demands up to 90% of the total consideration without getting the builder buyer agreement executed and registered. The counsel for the complainant further states that The complainant had been registering her protest and insisting on execution and registration of BBA since April 2022 but the respondent company was only interested in raising demands and threatening cancellation of the subject unit. The respondent had issued an email as early as 05.09.2021 cancelling allotment and forfeiting the booking amount when the due date for payment was 20.09.2021. The counsel for the complainant further states that the respondent has re-sold the unit at much higher price and respondent has not suffered any lose.

On the contrary, the counsel for the respondent states that the respondent No.1 on various occasions vide emails dated 17.10.2021, 01.03.2022, 15.03.2023, 23.03.2023, 14.07.2023, requested the complainant to come

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forward and execute the buyers agreement, but to no avail. Despite issuance of the reminder letter, the complainant did not come forward to clear the complete outstanding dues, therefore the respondent no.1 company issued pre-cancellation letter dated 02.12.2021 to the complainant finally calling upon the complainant to make payment of the outstanding dues within 15 days of the issuance of the letter, failing which the allotment shall be cancelled/terminated. The complainant approached the respondent No.1 and requested to reinstate the unit. The respondent being a customer-oriented company agreed to the request of the complainant, subject to the complainant clearing her pending dues and execution of the buyers agreement. The complainant made payment of Rs.10,00,000/- in instalments of Rs. 5,00,000/- each in order to revive the unit. The respondent no.1, on the assurance given by the complainant, acceded to the said request of the complainant.

The counsel for the respondent further states that the complainant again failed to clear her outstanding dues and failed to come forward to execute the buyers agreement and continued to breach the terms of the application form/allotment As a consequence of the same, the respondent no.1 sent a pre-cancellation letter dated 04.07.2023 requesting the complainant to remit the overdue payment along with applicable interest within 7 days from the date of the issuance of this notice, failing which the respondent no.1 shall be constrained to cancel the booking/allotment. The counsel for the respondent further states at the bar that no alternative unit is now available.

Arguments heard.

Order reserved.

Both the parties may file brief written submissions within a period of 2 weeks with an advance copy to each other.

Matter to come up on **06.05.2025** for pronouncement of order.

Ashok Sangwan
Member

Arun Kumar
Chairman
25.03.2025

Vijay Kumar Goyal
Member