

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

Complaint filed on : 18.08.2025
Decided on: 05.02.2026

Arav Malik

R/o: 26 B Khukrain Apartment Sector-13,
Rohini, Prashant Vihar, North West Delhi, Delhi-
110085

Complainant

Versus

1. M/s Aawam Residency Pvt. Ltd.

Regd. Office: Unit No. SB/C/2L/office/017A,
M3M Urbana Seftor-67, Gurugram Manesar
Urban Complex, Gurugram HR 122102

2. M/s M3M India Pvt. Ltd.

Regd. office: Paras Twin Towers, Tower B,
6th Floor, Golf Course Road, Sector-54,
Gurugram – 122002

Respondents

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Gaurav Bhardwaj (Advocate)
Ms. Shriya Thakkar (Advocate)

**Complainant
Respondents**

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities, and functions under the provisions of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed *inter-se* them.



A. Unit and Project-related details

2. The particulars of the project, the details of sale consideration, the amount paid by the complainants, the date of proposed handing over of the possession, and the delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name of the project	"M3M Soulitude", Sector-89, Manesar Urban Complex, Gurugram, Haryana
2.	Project type	Residential Floors
3.	DTCP license no.	Registered vide registration no. 32 Of 2021 dated 03.07.2021
4.	RERA registered/ not registered	69 of 2021 dated 25.10.2021 Valid up to 30.09.2025 Note: <i>Registration Lapsed</i>
5.	Booking of unit dated	12.10.2021 (As on page 50 of complaint)
6.	Expression of Interest	24.10.2021 (As on page no. 60 of complaint)
7.	Unit no.	N/A
8.	Unit area admeasuring	1287 sq. ft. (Super area) (As on page no. 52 of complaint)
9.	Possession clause	N/A
10.	Due date of possession	N/A
11.	Payment Plan	Subvention Plan (10:90) (As on page no. 66 of complaint)
12.	Sale consideration	Rs.86,22,900/- (Page no. 66 of complaint)
13.	Amount paid by the complainants	Rs.3,00,000/- (As per bank statement and receipts annexed by the complainant at page 50-51 of complaint)
14.	Cancellation letter	17.10.2024 (Page 72 of complaint)
15.	Amount refunded by the respondent	Rs.3,00,000/- (As per bank statement annexed by the complainant at page 74 of complainant)

16.	Occupation certificate	Not known
17.	Offer of possession	Not known (As on page 64 of complaint)

B. Facts of the complaint:

3. The complainant has made following submissions:

- i. Somewhere around 2021, the respondent advertised about its new Residential project in the name and style of “M3M SOULITUDE” (hereinafter called as ‘project’ in question), located at Sector-89, Gurugram. The said respondent painted a rosy picture of the project in their advertisement making tall claims and representing that the project aims at nurturing wellness and enhanced lifestyle with a host of unique and modern facilities located in close proximity of Dwarka Expressway and has been Spread over 30 lush acres. It was represented that the project will be paradise in its own right, 2.5 BHK and 3.5 BHK boutique floors equipped with more than 100 amenities such as customizable basements, private terraces, and smartly designed layouts, organic garden, pet garden, club house with latest state of the art facilities like Gym, spa, restaurant, swimming pool, party hall, squash court, tennis court, badminton court, and many other facilities.
- ii. Somewhere around October 2021, the complainant went to the respondent company and met with respondent representative named “Mr. Saurabh Sharma” to enquire about the availability of unit in project named “M3M Soulitude” (*hereinafter called as ‘project’*) by M3M India Pvt Ltd located in sector 89, Gurugram, Haryana. It is further to note that the respondent further discussed the subvention payment plan of 10:90 with the complainant assuring that the respondent company was to take care of the loan and the interest during the construction phase.



- iii. Believing the false assurance and misleading representation of the respondent in their brochure and relying upon the goodwill of the respondent company, the complainant booked a residential unit bearing no. B.02.01.04, (apartment 2.5 BHK) 4th Floor, admeasuring super area of 1287 sq. ft. by paying an amount of Rs. 50,000/- instrument no. 006142 dated 10.10.2021 and Rs. 2,50,000/- instrument no. I8Rc9iFRSGx4jl dated 12.10.2021 totaling an amount to Rs. 3,00,000/-. Furthermore, after making the payment of the booking amount, Mr. Saurabh Sharma was diligently following up with the complainant and even went to the complainant house to deliver the documents and payment receipts after the Expression of Interest (herein referred as EOI) was signed between the complainant and respondent.
- iv. The complainant made the further payment of Rs. 6,05,500/- vide instrument bearing no. 006142 dated 28.10.2021 in hope of getting the builder buyer agreement executed but to no avail. The complainant never received proper information from the respondent after receiving the said payments. However, the complainant visited the office of the respondent in 2022 to enquire about the status of the execution of builder buyer agreement but to the utter shock of the complainant, the respondent informed the complainant about the alteration of the unit bearing no. Harmony H-38/4. Furthermore, the respondent representative also informed that that complainant unit was a Frozen Unit but the BBA for all other units in the project in question were being duly processed.
- v. Around December 2023, the representative of the respondent company named "Mr. Shrikant" approached the complainant via whatsapp requesting the further 50% payment of the TCV and also



- informed that the last date of payment to release the amount is 15.12.2023 without executing the builder buyer agreement.
- vi. Later, vide letter dated 14.10.2024 titled as 'intimation of termination', the respondent informed the complainant about the cancellation of the expression of interest as the respondent illegally raised a demand from the complainant. Subsequently, it is also mentioned that the complainant left with no right, titles and interest with respect of the expression of interest of the said unit.
- vii. After receiving the above-mentioned letter from the respondent, the complainant immediately visited the respondent office to discuss the cancellation of the unit. However, the respondent again offered the same unit to the complainant at the revised rate of Rs. 9000 per sq ft. which was shocking as earlier the unit was booked @ of Rs. 6,550 per sq. ft. Thereafter, the complainant got to know from the outside that the price of the unit is same and there is no revision of rates. Subsequently, on 19.11.2024, the complainant again visited the Respondent's office where the respondent clearly refused to allot a unit to the complainant. That "Mr Kaushik" the respondent representative informed the complainant that the approval of Slit+4 floor shall be kept on hold till the next date of hearing for filling of the reply by the TCP Department i.e 22.08.2024 and once the court case was settled, the company will send the fresh demand letter for the 4th floor but to no avail.
- viii. Thereafter, the complainant called the DTCP office to enquire about the status of approval of Slit+4 floor but to the utter shock the complainant got to know that the permission for the above-mentioned floor had been approved. However, the said acts of the respondent clearly indicated the malafide intention of the respondent company to sell the





- unit in question at higher rates. The respondent has illegally retained the hard-earned money of the complainant in order to cause a wrongful loss to the Complainant and wrongful gain to themselves. The complainant kept painstakingly pursuing the respondent to execute the builder buyer agreement for the plot ad measuring 1287 sq. ft, but all in vain.
- ix. The complainant received the refund from the respondent in multiple installments without any prior intimation or consent of the complainant. Thereafter, the builder cancelled the unit of the complainant and refunded the amount.
- x. The complainant visited multiple banks and got to know that the permission for the 4th floor has been granted. Upon receiving this information, the complainant again visited the respondent's office to follow up with the allotment letter and the demand letter process of the loan with the bank. Furthermore, the representatives of the respondent kept on giving the reference to the termination letter and stated that the unit in question still stands cancelled and has been floated to the sales team of the respondent company. However, the complainant was informed multiple times both in person and over-call that the unit still belonged to the complainant even after the termination letter was delivered to her. Additionally, the complainant was told that the management of the respondent company took the decision to cancel the unit of allottees who paid less than 20% of the unit amount. It is pertinent here to mention that the complainant was never presented with options despite following up persistently.
- xi. Accordingly, the complainant herein is entitled to get the unit in question reinstated along with the directions to the builder/respondent to execute the builder buyer agreement as

prescribed by the Haryana Real Estate (Regulation and Development) Rules, 2017, along with other reliefs.

C. Relief sought by the complainant:

4. The complainants have sought the following relief(s):
 - i. Direct the respondent to reinstate the unit in question and provide necessary documents pertaining to its reallocation etc.
 - ii. Direct the respondent to execute the builder buyer agreement as per RERA Act.
 - iii. Direct the respondent to raise demands as per payment plan agreed initially.
5. On the date of hearing, the authority explained to the respondent /promoter about the contraventions as alleged to have been committed in relation to section 11(4) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondents.

6. The respondents have contested the complaint by filing reply on the following grounds:
7. Transaction I: Expression Of Interest submitted to respondent no. 2 i.e., M/s. M3M India Pvt. Ltd.
 - i. The respondent no.1 i.e. M/s. Aawam Residency Pvt. Ltd. is a company incorporated under the Companies Act, 1956 and existing under the Companies Act, 2013 having its Registered Office at: 41st Floor, Tower-1, M3M International Financial Centre, Sector-66, Badshahpur, Gurgaon, Badshahpur, Haryana, India, 122101 and is engaged in the business of construction and development of real estate projects and has carved a niche for itself in the real estate sector. The respondent no. 2 i.e., M/s M3M India Pvt Ltd. is engaged in the business of construction and development of real estate projects and has carved a niche for itself in the real estate sector.



- ii. The present complaint has been filed with malafide intentions to wriggle out of contractual obligations as no cause of action for the relief sought has been made out in the present complaint. The complainant after conducting his due diligence and market research approached the respondent no. 2 through his broker M/s. Sapient Realty Solutions and expressed his interest for priority allotment of a residential apartment/ commercial unit/ commercial plots/ office space in one of the projects of M3M India Pvt. Ltd. wherein occupation certificate has been granted. The complainant herein along with the Expression of Interest (EOI) tendered a sum of Rs. 3,00,000/- in two instalments:
- Rs. 50,000/- on 10.10.2021 was paid by one Ms. Meena Malik and
 - Rs.2,50,000/- on 12.10.2021 by the complainant into the account of Respondent No. 2 towards the confirmation of his EOI.
- iii. The said amounts were duly acknowledged by respondent no. 2. The complainant was very well aware about his obligation to come forward, select the unit and complete all the booking formalities.
- iv. The complainant despite being well aware of his obligations, failed to come forward to complete the booking formalities. The respondent no. 2 company cannot be held liable for the wilful default of the complainant.
- v. The complainant failed to fulfil his obligation to come forward, select a unit, confirm the booking and complete all booking formalities including selection of unit and finalizing the payment plan, the respondent no. 2 cancelled the expression of interest and refunded the amount deposited on 14.02.2025 vide bank transfer in two instalments of Rs.50,000/- and Rs.2,50,000/-, without any



deductions. Thus, the entire amount paid by the complainant towards EOI stands duly refunded.

vi. The complainant was informed about the refund through email dated 16.01.2025. That the refund of the amount was duly accepted by the complainant without any protest or demur. The complainant has no locus standi to file and maintain the instant complaint and neither has any actionable cause to maintain the present complaint.

8. Transaction II: Pertaining to booking made in M3M Soulitude, sector 89 Gurugram.

- i. The complainant after conducting his due diligence and independent enquiries and only after being fully satisfied about the project being developed by respondent no.1 showed interest in booking of an independent floor, being developed by Respondent No.1 in the name and style of "M3M Soulitude" ('project') a part of licensed affordable plotted colony, situated at Sector-89, Gurugram, Haryana and paid an amount of Rs. 6,05,500/- towards part booking amount on his own free will and volition.
- ii. The complainant was well aware of his duty to come forward to select the unit from the inventory available, confirm the booking, complete all booking formalities including selection of unit and finalizing the payment plan. The complainant despite being well aware of his obligations, failed to come forward to complete the booking formalities, as a consequence of which no unit was ever be allotted to the complainant. The respondent cannot be held liable for the wilful default of the complainant and by way of the present complaint, the complainant is trying to take advantage of his own wrongs.



- iii. The complainant failed to complete the booking formalities including but not limited to zeroing down and selecting a unit for himself from the inventory available with the respondent promoter as a result of which the said booking could not crystalize into allotment. Thus, no unit was ever allotted to the complainant especially in a purely commercial transaction like the present one. The respondent no. 2 cancelled the booking vide termination letter dated 17.10.2024. The booking not having been fructified into allotment and the booking request having been cancelled there is no privity of contract between the parties.
- iv. In order to bring closure to the matter, the respondent no. 1 refunded the entire amount of Rs.6,05,500/- deposited by the complainant vide RTGS/bank transfer on 13.12.2024 much before the filing of the present complaint. The aforesaid amount was accepted by the complainant without any protest or demur.
- v. From the facts stated hereinabove, it is absolutely clear that no unit was ever allotted to the complainant owing to the defaults of complainant himself. Consequently, there exists no privity of contract between the complainant and the respondents that would confer upon the complainant any enforceable right under RERA.
- vi. The complainant has already been duly refunded, the entire amount deposited by him in relation to the two separate transactions referred to in the present matter. Accordingly, no outstanding claim remains, and nothing survives in the present matter.
9. Copies of all the relevant documents have been filed and placed on 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. Findings on the objections raised by the respondent:

E.I Objections regarding maintainability of the complaint on account of refund of entire deposited amount.

10. The Authority has carefully considered the pleadings and documents placed on record. At the outset, it is pertinent to note that in so far as Transaction I is concerned, the same pertained merely to submission of an Expression of Interest (EOI) and no allotment letter was ever issued in favour of the complainant. The entire amount of Rs. 3,00,000/- deposited towards EOI stands refunded without deduction vide bank transfer dated 14.02.2025, prior to filing of the present complaint. In the absence of any allotment, no question arises for reinstatement of a unit, execution of a builder buyer agreement, or revival of any payment plan.
11. With regard to Transaction II, relating to the project namely M3M Soulitude, the record reflects that although the complainant deposited Rs. 6,05,500/- towards part booking, he admittedly failed to complete the booking formalities and no specific unit was ever allotted in his favour. The booking did not fructify into an allotment and was subsequently cancelled vide termination letter dated 17.10.2024. The entire deposited amount was refunded on 13.12.2024, prior to filing of the present complaint.
12. The Authority observes that the relief of reinstatement or re-allotment presupposes the existence of a concluded allotment or a subsisting contractual relationship between the parties. In the present case, no allotment letter was ever issued and no builder buyer agreement was ever executed. Consequently, there exists no concluded contract capable of being specifically enforced.
13. Further, once the entire deposited amount has been refunded and accepted by the complainant without any protest, the parties stand



restored to their original position. In the absence of any subsisting allotment or contractual relationship, the directions sought for execution of builder buyer agreement or raising of demands as per an alleged initial payment plan cannot be granted.

14. The Authority is of the considered view that in the absence of allotment and in light of full refund of the deposited amounts prior to filing of the complaint, no enforceable right survives in favour of the complainant under the provisions of the Act, 2016. Accordingly, no cause of action subsists for grant of the reliefs sought.
15. In view of the aforesaid findings, the present complaint is hereby dismissed as not maintainable and devoid of merit.
16. Accordingly, the present matter stands disposed of.
17. File be consigned to the Registry.


(Phool Singh Saini)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 05.02.2026