BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint filed on	:	**19.08.2025**
Date of decision	:	**29.09.2026**

Sumeet Singh Mangat
R/o: H. No. 1607, Phase 10, Mohali, Punjab – 160062 **Complainant**

Versus

1. **M/s Aawam Residency Private Limited**
   Regd. office: 6th Floor, M3M Tee Point, North Block, Sector 65, Gurgaon – 122101
2. **M/s Adhikaansh Realtors Private Limited**
   Regd. office: 12th Floor, Tower 2, M3M International Financial Center, Sector 66, Gurgaon – 122002
3. **M/s M3M India Private Limited**
   Regd. Office: 10th Floor, Tower-A, M3M Urbana Business Park, Golf Course Extension Road, Sector 67, Gurgaon – 122101 **Respondents**

CORAM:

Shri Arun Kumar **Chairman**

APPEARANCE:

Shri Sumit Singh Mangat (In-person) **Complainant**
Ms. Shriya Thakkar (Advocate) **Respondents**

ORDER

1. That the present complaint has been filed by the complainant-allottee 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 allottee as per the agreement for sale executed inter se parties.

A. Project and unit related details

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

Sr. No.	Particulars	Details
1.	Name of the project	M3M Soulitude
2.	Location of the project	Village- Hayatpur, Tehsil-Harsaru, Sector-89, Gururgam.
3.	Nature of the project	Residential floors
4.	DTCP license no.	License no. 32 of 2021 Dated-03.07.2021
5.	Registered/not registered	Registered Vide registration no. 69 of 2021 Dated-25.10.2021
6.	Allotment letter in favour of original allottee	09.12.2021 (As on page no. 52 of reply)
7.	Unit no.	H-111/2, Plot no.H-111, Floor/Level Flat on 2nd (As on page no. 21 of complaint)
8.	Unit Area	780.15sq.ft. [Carpet Area] 1423 sq.ft. [Super Area] (As on page no. 21 of complaint)
9.	Agreement For Sale [Executed between original allottees and respondent]	28.06.2022 (As on page no. 11 of the complaint)
10.	Agreement for sale executed between original allottees and complainants	08.07.2024 (As on page no. 157 of reply)
11.	Endorsement in favor of the complainant	04.09.2024 (As on page no. 70 of complaint)

12.	Possession clause	***Clause 7*** ***POSSESSION OF THE INDEPENDENT FLOOR RESIDENCE:*** ***7.1 Schedule for possession of the Floor Residence:*** *(ii) The Developer assures to offer possession of the Independent Floor Residence along with right to use the undivided demarcated proportionate right to use terrace and basement area along with car parking space as per agreed terms and conditions herein* ***on or before the Completion Time Period i.e., 30.09.2025*** *or as may be further extended by the H-RERA unless there is delay due to Force Majeure Event, reasons beyond the control the Promoter, non-compliance on the part of the Allottee(s) including on account of decisions affecting the regular development of the Project or due to any event or reason, which is recognized as a ground for extension by the Authority.....xxxx*
13.	Due date of possession	30.09.2025 (As per possession clause of buyer's agreement)
14	Payment Plan	Time linked possession payment plan
15.	Sale consideration	Rs.95,46,126/- (As per Schedule-V of the Agreement for Sale on page no. 63 of complaint)
16.	Total amount paid by the complainant	Rs.1,12,36,589/- (As per customer ledger dated 11.08.2025 on page no. 84 of complaint)
17.	Occupation certificate	02.08.2024
18.	Tri-partite agreement [Executed between M/s. Aawam Residency Pvt. Ltd complainant, and HDFC Bank]	06.09.2024 (As on page no. 142 of reply)
19.	Loan amount sanctioned	Rs.1,20,00,000/-
20.	Offer of possession [Carpet Area-848 sq.ft.] [Super Area-1494 sq.ft.]	19.05.2025 (As on page no. 133 of complaint)

21.	Legal notice sent by complainant to the respondent	06.06.2025 (As on page no. 168 of complaint)

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint:

a. The complainant purchased unit no. H-111-2 in the project M3M Soulitude through a resale transaction, but the said purchase was executed on the basis of original promotional material, brochure, layout, and builder-buyer agreement (BBA) issued by the Respondents. The unit was transferred with the consent and involvement of the builder, and no fresh BBA was executed, nor was there any disclosure made of deviations or deficiencies in the actual deliverables.

b. The builder collected transfer charges and signed a tripartite agreement with the Complainant and the lending institution, thereby actively participating in and benefiting from the resale transaction. As such, the original builder remains fully liable under the RERA Act for misrepresentation, non-disclosure, and deviation from approved plans.

c. The brochure at the time of purchase showed only the super built-up area of 1423 sq. ft., with no disclosure of the carpet area, in violation of Section 4(2)(h) of the RERA Act, which mandates that price be based on carpet area only. The same layout details were also shown on builder's website- https://www.m3mproperties.com/residential/gurugram/m3m-soulitude-sector-89/.

d. The brochure layout showed room dimensions that clearly suggested a larger carpet area than what was later stated in the BBA. Based on those dimensions, the carpet area should have been approximately

873 sq. ft., assuming an estimated 51 sq. ft. allocation for internal walls. However, the allotment letter and BBA stated the carpet area as only 780.15 sq. ft. Furthermore, as per the builder's own subsequent communication, the carpet area of the unit now being offered is 848 sq. ft., exposing discrepancies between the marketed, contracted, and final delivered area.

e. This pattern of artificially lowering the stated carpet area in BBA while maintaining the sale price amounts to a deliberate and deceptive pricing strategy. It constitutes an unfair trade practice under RERA and the Consumer Protection Act, 2019, as it enables the builder to charge more without transparent disclosure. Notably, Clause 1.8 of the BBA appears drafted to justify additional charges on the pretext of a carpet area increase. In truth, the final unit being delivered reflects a total usable carpet area of 848 sq. ft. (797 sq. ft. + 51 sq. ft. walls), which is 25 sq. ft. less than the 873 sq. ft. implied in the brochure layout.

f. The builder-buyer agreement (BBA) executed does not enclose the sanctioned layout plan or unit floor plan, in violation of the model agreement prescribed under RERA.

g. The combined effect of the brochure not disclosing the carpet area and the Builder-Buyer Agreement lacking the sanctioned layout or floor plan has deprived the complainant of the opportunity to verify or cross-check the actual carpet area of the unit, thereby defeating the very objective of transparency mandated under the RERA Act.

h. Furthermore, the layout dimensions depicted in the brochure materially differs from the sanctioned layout plan submitted with the RERA authority.

i. The respondents have raised a demand for additional Rs.4,93,262/- payment, alleging an increase in carpet area when compared to the

carpet area mentioned in the builder-buyer agreement (BBA). This demand is unjustified and misleading, as the actual area being offered is even less than what was visually represented in the original brochure layout. The builder is attempting to charge extra despite having already understated the carpet area in the BBA relative to what was shown in marketing materials, thereby compounding the misrepresentation.

j. The complainant raised these concerns through multiple email communications to the developer's CRM and sales teams, but no conclusive resolution or explanation was provided.

k. In order to avoid delay and secure possession, the complainant, under protest, paid the additional amount demanded by the builder on the pretext of increased carpet area — even though the claim was factually and legally unjustified. However, despite having received the full payment (including the disputed amount), the Respondents have refused to hand over possession, citing the issuance of a legal notice by the complainant as the reason. This conduct amounts to retaliation, coercion, and willful withholding of possession, and further demonstrates the respondents' mala fide intent and violation of their statutory obligations.

l. Additionally, the Respondents misrepresented the existence of a revenue road running through the society. In the marketing brochure and layout, this road was falsely shown as a green belt. This amounts to a serious concealment of a material fact, affecting the value, privacy, and peaceful enjoyment of the unit.

m. The layout provided at the time of sale also depicted five parking spaces shared among four units, implying availability of one guest parking space per four units. However, the complainant was allotted only four car parks, and no guest parking has been provided.

n. The project brochure further indicated the presence of a common washroom at the stilt level, meant for drivers, guards, or external support staff. This amenity was never constructed, and there is no alternate facility provided.

o. These multiple acts of misrepresentation, concealment, and non-compliance constitute serious breaches of both statutory obligations under RERA and duties under the builder-buyer agreement.

C. Relief sought by the complainants: -

4. The complainant has sought following relief(s):

a. Direct the respondent to pay interest at the rate of 12% per annum on the total consideration paid by the complainant (Rs.1,01,49,625/), calculated from the date of demand for possession (after full payment – 16th June'25) till the actual handover of possession, in accordance with the spirit of section 18 of RERA and judicial precedents.

b. Direct the respondent to revise the sale consideration of unit H-111/2 in accordance with the actual delivered carpet area, with refund of excess amount paid (Refund of Rs 4,93,262 excess charges).

c. Direct the respondent to amend the builder-buyer agreement by annexing the sanctioned layout and disclosing actual carpet area with justification.

d. Impose penalty on the respondents for multiple RERA violations including false advertisement, concealment, and unfair pricing.

e. Compensation for financial loss, mental agony, and cost of litigation.

5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondents have contested the complaint on the following grounds:

a. Without prejudice to the aforementioned contentions it is stated that the complainants have not approached this Hon'ble Authority with clean hands and have tried to mislead this Hon'ble Authority by making incorrect and false averments and stating untrue and/or incomplete facts and, as such, are guilty of suppressio very suggestion 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.

b. The original allottee Mr. Vikram Sarswat after conducting their own due diligence and independent market research had applied for booking of an independent floor in the project "M3M Soulitude", a part of licensed affordable plotted colony, situated at Sector-89, Gurugram, Haryana and had deposited the booking amount.

c. In due consideration of the amount deposited by the original allottee and his commitment to comply with the terms of the booking/allotment and make timely payments of demands, the original allottee was allotted independent floor bearing no. H/111/2 vide allotment letter dated 09.12.2021. The cost of the unit for carpet area admeasuring 780.15 sq. ft. was Rs.95,46,126/- plus other charges.

d. The respondent company raised the demands as per the payment plan opted by the original allotee. Thereafter, the respondent no. 1 as per the payment plan opted by the original allotee, raised a demand "within 10 days of booking" vide demand letter dated 09.12.2021 for an amount of Rs.9,09,155/-. The aforesaid demand was payable on or before 13.12.2021.

e. The second demand was raised by the respondent company vide demand letter dated 09.12.2021. Vide the aforesaid demand letter,

the original allottee was requested to pay an amount of Rs 3,89,545/- after previous adjustment on or before 02.01.2022.

f. After constant follows ups with the original allottee, the buyers agreement was executed between the original allottee and respondent on 28.06.2022 and the same was duly registered. The buyer's agreement duly covers all the liabilities and the rights of both the parties.

g. The original allottee, Mr. Vikram Saraswat, subsequently sold the said unit in question to the complainant Mr. Sumeet Singh Mangat and one Mrs. Jagjit Kaur, vide an agreement for sale dated 08.07.2024. The respondent was informed about the aforesaid fact by the original allottee.

h. Thereafter, the respondent on the request of the original allottee i.e. Mr. Vikram Saraswat and the subsequent allottees i.e. complainant herein Mr. Sumeet Singh Mangat and one Ms. Jagjit Kaur issued letter dated 30.07.2024 in favour of HDFC Bank wherein it was clearly stated that it has no objection in creating a lien of HDFC Bank upon completion of formalities of nomination and on submission of all payments and paperwork.

i. The construction of the building in which the unit of the complainant was located was completed well within time and the occupation certificate was applied and the same was subsequently granted on 01.07.2024.

j. The respondent no.1 company raised the demand due on application of OC at a later stage on the request of the original allottee. The respondent no.1 company raised the demand vide letter dated 06.08.2024 of Rs.47,73,062/- which was due on application of occupation certificate. The said demand was payable on or before 26.08.2024.

k. The original allottee and the subsequent allottee i.e. complainant and Jagjit Kaur vide joint request letter dated 27.08.2024 requested that the independent floor in question be transferred in the name of the subsequent allottees. Vide the said request the subsequent purchasers had agreed to be bound by the terms and conditions of the buyer's agreement and had also undertaken to pay the entire sales consideration along with applicable charges.

l. The subsequent allottees i.e. complainant and Ms. Jagjit Kaur also executed an Indemnity bond. On completion of necessary formalities, the respondent company transferred the independent floor in question in favour of the Complainant herein and one Ms. Jagjit Kaur.

m. Accordingly, all the documents pertaining to the unit in question i.e. allotment letter, receipts, buyers' agreement were endorsed in favour of the Complainant and one Ms. Jagjit Kaur. The respondent no.1 company vide letter dated 04.09.2024 confirmed that the unit in question stands transferred in the name of the complainant herein and one Ms. Jagjit Kaur. Thus, the complainant and Ms. Jagjit Kaur were subsequent purchaser of the unit in question and the purchased the unit after factually verifying everything. The complainant and Ms. Jagjit Kaur had thus, stepped into the shoes of the original allottee. The Complainant has failed to make Ms. Jagjit Kaur, a party to the present lis. Thus, the present complaint is bad for non-joinder of necessary party and is liable to be dismissed on this ground alone.

n. Thereafter, the complainant no.1 and Ms. Jagjit Kaur were desirous of availing loan facility. Accordingly, the respondent Company, HDFC Bank and subsequent allottees entered into Tripartite Agreement dated 06.09.2024. Accordingly, the respondent no.1 company issued permission to mortgage dated 06.09.2024 in favour of HDFC Bank.

o. The respondent no.1 company vide letter of offer of possession dated 19.05.2025 requested the complainant to deposit the balance outstanding dues and take possession of the unit in question which was ready and complete. The aforesaid demand was raised at a later stage as the complainant herein was facing a financial difficulty. The complainant is being charged only for a 5% increase in area as per clause 1.8 of the buyer's agreement. It is clarified that no charges have been levied for any increase in area beyond the 5%. Moreover, the respondent company on 19.05.2025 has already credited an amount of Rs. 3,53,931/- into the account of the Complainant as a discount towards the increase in area. The respondent company, vide email dated 02.06.2025, once again informed the complainant that "the final area is recalculated and confirmed prior to the offer of possession, as mentioned in clause 1.8 of the registered buyer's agreement.

p. The aforesaid discount of Rs.3,53,931/- was duly accepted by the complainant and accordingly, the complainant made the payment of his pending dues. The respondent vide email dated 30.09.2025 had requested the complainant to come forward and complete the possession formalities so that the possession can be handed over to the complainant. However, the complainant on one pretext or other is not coming forward to complete the possession related formalities and take the possession of the unit which is ready and complete.

q. The complainant till date has paid an amount of Rs.1,13,21,388/- towards the unit in question and is still liable to pay holding charges and maintenance charges. Hence the complainant being a defaulter is not entitled to any relief.

7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be

decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority

8. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. As per notification no. ***1/92/2017-1TCP dated 14.12.2017*** issued by 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

10. 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) The promoter shall-*
> *(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.*
>
> ***(Emphasis supplied)***

11. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be

decided by the adjudicating officer if pursued by the complainant at a later stage.

F. Findings on the relief sought by the complainants.

F.I Direct the respondent to pay interest at the rate of 12% per annum on the total consideration paid by the complainant (Rs.1,01,49,625/), calculated from the date of demand for possession (after full payment – 16th June'25) till the actual handover of possession, in accordance with the spirit of section 18 of RERA and judicial precedents.

12. The complainant was allotted a unit in the project of respondent "M3M Solitue" in Sector-89, Gurugram for a total sale consideration of Rs. 95,46,126/. An agreement for sale was executed between the complainant and the original allottees on 08.07.2024. Subsequent to that the respondent has endorsed the unit in favour of complainant on 04.09.2024 and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs. 1,12,36,589/-.

13. As per clause 7.1 of the buyer's agreement, the due date of possession is specified as 30.09.2025. The possession clause is reproduced in table contained in para 2 of this order.

14. Therefore, the due date for possession comes as 30.09.2025. In the present complaint, the complainants intend to continue with the project the project and is seeking interest on the amount paid by them in respect of subject unit. Section 18(1) of the Act is reproduced below for ready reference :-

> *"**Section 18: - Return of amount and compensation***
> *18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building.*
> .....
> ***Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."***
>
> ***(Emphasis supplied)***

15. As per the documents placed on record by the respondent, the Authority has observed that the due date of possession was 30.09.2025 and the

occupation certificate of the project has been obtained by the respondent on 02.08.2024. The complainant took a plea that offer of possession was to be after obtaining occupation certificate and respondent has offered possession on 19.05.2025, however, the respondent has failed to handover the physical possession of the allotted unit till date.

16. The Authority has examined the documents placed on record by both the parties. From the record, it is observed that the stipulated date of possession as per the buyer's agreement is 30.09.2025. It is further observed that the respondent has obtained the occupation certificate for the project from the competent authority prior to the stipulated date of possession i.e. 19.05.2025. In view of the same, the Authority is of the considered opinion that the respondent cannot be held liable for delay in obtaining the statutory approvals necessary for offering possession.

17. In light of the above facts, since the occupation certificate was obtained by the respondent prior to the due date of possession as stipulated in the buyer's agreement, the Authority finds no delay attributable to the respondent for the purpose of awarding delay possession charges/interest under section 18(1) of the Act. Accordingly, the relief sought by the complainant for grant of delay possession charges is not sustainable and the same is hereby declined.

F.II Direct the respondent to revise the sale consideration of unit H-111/2 in accordance with the actual delivered carpet area, with refund of excess amount paid (Refund of Rs.4,93,262/- excess charges).

F.III Direct the respondent to amend the builder-buyer agreement by annexing the sanctioned layout and disclosing actual area with justification.

18. The aforesaid reliefs are being taken up and adjudicated conjointly, inasmuch as the same are interlinked and arise out of a common set of facts and cause of action.

19. The Authority observes that the complainant has sought revision of the sale consideration of unit no. H-111/2 in accordance with the actual area delivered and refund of Rs. 4,93,262/- towards alleged excess charges and amendment of the builder-buyer agreement by annexing the sanctioned layout plan and disclosing the actual area along with justification. In this regard, the respondent has submitted that an amount of Rs. 3,53,931/- was already credited to the complainant's account on 19.05.2025 as a discount towards the increase in area, in terms of clause 1.8 of the buyer's agreement. In view of the aforesaid payment already made by the respondent, the relief, to the extent of the amount so credited, has been rendered infructuous. The remaining claim for refund of the alleged excess amount is not established based on the material placed on record.

F.IV Impose penalty on the respondents for RERA violations including false advertisement, concealment and unfair pricing.

20. The complainant has sought imposition of penalty upon the respondent for alleged violations of the Act, 2016, including false advertisement, concealment of material facts and unfair pricing. However, the complainant has failed to establish, on the basis of the material placed on record, any specific violation of the provisions of the Act, 2016, warranting consideration of the said relief. Accordingly, the relief seeking imposition of penalty cannot be adjudicated upon in the absence of sufficient material substantiating the alleged violations.

F.V Compensation for financial loss, mental agony, and cost of litigation.

21. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra), has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of

compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72.

G. Directions of the Authority

22. Hence, the authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act:

    i. The respondents are directed to hand over possession of the subject unit to the complainant/allottee, within 30 days from the date of this order.

    ii. The respondent are directed to execute the conveyance deed registered in favour of the complainant within 90 days from the date of this order as per section 17 of the Act, upon payment of requisite stamp duty charges and administrative charges as per norms of the state government.

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

23. Complaint as well as applications, if any, stand disposed of accordingly.

24. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority,
Gurugram
Dated: 29.09.2026