

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

Date of order: 25.08.2026

NAME OF THE PROMOTER		M/s Aawam Residency Private Limited - Respondent
Sr. No.	Case No.	Case title
1.	CR/2048/2025	Nripendra Singh Khuswaha Vs. M/s Aawam Residency Private Limited
2.	CR/2049/2025	Bhavna Khuswaha Vs. M/s Aawam Residency Private Limited

CORAM:

Shri Arun Kumar,

Chairman**APPEARANCE:**

Vibhor Agarwal

Shreya Takkar and Meenal Khanna

Complainant
Respondent**ORDER**

1. This order shall dispose of both the complaints titled above filed before this Authority 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(s) as per the agreement for sale executed inter se parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottee(s) of the

project, namely, "M3M Soulitude", Sector-89, Gurugram being developed by the respondent i.e., M/s Aawam Residency Private Limited.

3. The details of the complaints, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	"M3M Soulitude", Sector-89, Gurugram.
Nature of the project	Group housing project
DTCP license no. and other details	32 of 2021 dated 03.07.2021
RERA Registered/ not registered	Registered Vide registration no. 69 of 2021 dated 25.10.2021
Possession clause	Not available
Due date of possession	Cannot be ascertained
Occupation certificate	Cannot be ascertained as there is no mention of tower/unit no. And the Occupation Certificate granted to the respondent is according to the no. of the tower.
Offer of possession	Not offered

Sr. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size	Allotment Letter And Agreement for Sale	Total sale consideration and Total amount paid by the complainant in Rs.
1.	CR/2048/2025 Nripendra Singh Khuswaha Vs. M/s Aawam Residency Private Limited DOF:	Not available	AL: Not Provided AFS: Not executed	TSC: Not available AP: Rs.10,96,460/- [As admitted by the respondent]

	21.04.2025 RR: 16.09.2025			
2.	CR/2049/2025 Bhavna Khuswaha Vs. M/s Aawam Residency Private Limited DOF: 21.04.2025 RR: 16.09.2025	Not available	AL: Not Provided AFS: Not executed	TSC: Not available AP: Rs.10,96,460/- [As admitted by the respondent]

Relief sought:

- Declare the cancellation of the unit as null and void.
- Direct the respondent to reinstate the allotment of E2-04 in M3M Soulitude.
- Direct the respondent to execute and register the BBA within 15 days of this order.
- Direct the respondent to deliver possession within the promised schedule.
- Litigation costs of Rs.75,000/- towards legal costs or any higher amount as the Authority deems fit.

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
RR	Reply received by the respondent
AL	Allotment Letter
AFS	Agreement for Sale
TSC	Total sale consideration
AP	Amount paid by the allottee(s)

- The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/2048/2025** titled as **Nripendra Singh kushwaha Vs. M/s Aawam**

Residency Private Limited are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details:

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

CR/2048/2025 titled as **Nripendra Singh Kushwaha Vs. M/s Aawam Residency Private Limited**

S. No.	Particulars	Details [Second Transaction with the respondent]
1.	Name of project	M3M Soulitute
2.	Nature of project	Group Housing
3.	Location	Sector-89, Gurugram
4.	Area of the project	2729228 sq. mts.
5.	RERA Registered	Registered Vide Registration no. 69 of 2021 dated-25.10.2021
6.	Name of Promoters	1. M/s Adhikaansh Realtors Pvt Ltd. 2. M/s Aawam Residency Pvt Ltd.
7.	DTCP License	License no. 32 of 2021 dated 03.07.2021



8.	Allotment letter	Not on record
9.	Agreement For Sale	Not executed
10.	Unit no.	Not mentioned
11.	Unit area	Not mentioned
12.	Possession clause	Not available
13.	Due date of possession	Cannot be ascertained
14.	Sale consideration	Not available
15.	Amount paid	Rs.10,96,460/- (As admitted by the respondent)
16.	Pre Cancellation Letter	Not on record
17.	Reminders	Not on record
18.	Cancellation letter	Not on record
19.	Request for fund transfer to ICICI bank by the respondent into the complainant's account	N/A The request letter dated 10.12.2024 does not have any mention of the complainant's name (As on page no. 92 of reply)
20.	Occupation certificate	Cannot be ascertained as there is no mention of any unit no..

		[Occupation certificate is according to the Tower.]
21.	Completion certificate	Not obtained

B. Facts of the complaint:

6. The complainant made the following submissions in the complaint:
- I. That the present complaint pertains to the respondent's real estate project known as "M3M Soulitude," located at Sector 89, Gurugram, Haryana. That relying upon the respondent's assurances that possession would be delivered within 21 months from the date of the Expression of Interest (EOI), the complainant applied for the purchase of a 2.5 BHK Residential Floor measuring approximately 1183 sq. ft. in the said project.
 - II. That the total sale consideration was Rs.77,48,650/-, which included an inaugural discount, EDC/IDC, PLC, and other charges. Relying on the respondent's representations, the complainant made the following payments:
 - i. Rs.2,50,000/- on 16.09.2021
 - ii. Rs.4,33,150/- on 17.11.2021
 - iii. Rs.6,63,310/- on 02.02.2024
 - III. That the respondent provided the Cost sheet and Allotment Chart to the complainant for its assurance regarding the unit being allotted.
 - IV. Despite taking booking amounts exceeding 10% of the total sale consideration, the respondent failed to execute any Builder-Buyer Agreement as required under Section 13(1) of the Act, 2016. Section 13(1) of RERA clearly prohibits a promoter from accepting more

than 10% of the total cost without first entering into a registered agreement for sale. The respondent's collection of funds without executing the BBA, keeping the complainant in dark, is a blatant violation of the statutory provisions of RERA.

- V. That when the complainant insisted upon the execution of the BBA before paying additional sums, the respondent unilaterally issued an unlawful termination letter dated 15.10.2024, purporting to cancel the complainant's allotment without any prior notice, justification, or reasonable cause. This action is arbitrary, illegal, and has caused immense mental agony and financial hardship to the complainant.
- VI. That the complainant served a Legal Notice dated 17.03.2025, calling upon the respondent to reinstate the allotment, execute the BBA, and compensate the complainant. The respondent refused to accept the legal notice. The refusal of notice is considered as deemed service under the law.
- VII. That the respondent's arbitrary and unilateral cancellation is contrary to the principles of law, equity, and the obligations imposed by the Act, 2016. The same is null and void in the eyes of law
- C. Relief sought by the complainant:**
7. The complainant has sought following relief(s):
- Declare the cancellation of the unit as null and void.
 - Direct the respondent to reinstate the allotment of E2-04 in M3M Soulitude.
 - Direct the respondent to execute and register the BBA within 15 days of this order.

- iv. Direct the respondent to deliver possession within the promised schedule.
- v. Litigation costs of Rs.75,000/- towards legal costs or any higher amount as the Authority deems fit.
- vi. 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 respondent:

- 8. The respondent by way of written reply made following submissions.
 - I. That the complainant had earlier submitted an Expression of interest (EOI) for priority allotment of a residential apartment/ commercial unit/ commercial plots/ office space in one of the projects of M/s. M3M India Pvt. Ltd.(hereinafter referred to as 'Associate Company') wherein Occupation Certificate has been granted. The complainant along with the Expression of Interest (EOI) has also tendered a sum of Rs.50,000/- through card swipe and Rs. 2,50,000/- through cheque towards the confirmation of the EOI.
 - II. Since, the complainant failed to fulfil his duty to come forward to select a unit, confirm the booking, complete all booking formalities including selection of unit and finalizing the payment plan, the Associate Company cancelled the EOI vide cancellation letter dated 15.10.2024 and duly refunded the amount deposited by the complainant i.e. Rs.3,00,000/- on 18.10.2024 without any deductions vide bulk RTGS.

- III. That the complainant has failed to implead M/s. M3M India Pvt. Ltd. as a party in the present complaint. Thus, the present complaint is liable to be dismissed for non-joinder of necessary party.
- IV. That thereafter, the complainant approached the respondent through their broker and expressed his interest to book an independent floor in the project i.e. M3M Soulitute, at Sector- 89 Gurugram and tendered a total sum of Rs.10,96,460/- to the respondent in two instalments of Rs.4,33,150/- and Rs. 6,63,310/-.
- V. Despite being well aware of his obligations, the complainant 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.
- VI. Since, 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 and the booking not having been fructified into allotment and the application/booking request having been cancelled there is no privity of contract between the parties.
- VII. Since, the complainant was not coming forward to select the unit and therefore the respondent was constrained to cancel the booking and refund the amount deposited by the complainant in two tranches:
- i. Rs.4,33,150/- vide RTGS on 10.12.2024

- ii. **Rs.6,63,310/- vide RTGS on. 03.06.2025**
and the same is lying deposited in the bank account of
the complainant.

- VIII. That the complainant does not fall under the definition of allottee as defined under Sec 2(d) of RERA Act, 2016. The complainant is neither an 'allottee', nor, an 'aggrieved person', falling within the purview of the provisions of Act 2016. The complaint therefore, is not maintainable under Act 2016.
- IX. That the complainant has duly been refunded the entire amount deposited by them towards two separate transactions; therefore, nothing survives in the present matter. It is only due to the failure on the part of the complainant to complete all the formalities that the respondent was impeded from allotting a unit in favour of the complainant and hence the respondent was left with no other alternative but to cancel/terminate the application of the complainant and refund the complete amounts paid by the complainant.
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 these undisputed documents and submission made by the parties.
- E. Jurisdiction of the Authority:**
10. 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

11. 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

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

Section 11(4)(a)

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

13. 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. Maintainability of the complaint:

14. In CR No.2048/2025:- The Authority observes that two transactions, which are interconnected and material for the adjudication of the present complaint, require consideration.
- **First Transaction:** The complainant submitted an Expression of Interest (EOI) seeking priority allotment of a residential

apartment/commercial unit/commercial plot/office space in one of the projects of M/s. M3M India Pvt. Ltd. Pursuant thereto, the complainant paid a sum of Rs.2,50,000/- through cheque and a further sum of Rs.50,000/- through card swipe, aggregating to Rs.3,00,000/-. However, the complainant did not proceed further with the proposed transaction by selecting a specific unit, confirming the booking, or completing the requisite booking formalities. Consequently, the EOI did not culminate into any concluded booking or allotment. M/s. M3M India Pvt. Ltd. accordingly cancelled the EOI vide cancellation letter dated 15.10.2024 and refunded the entire amount of Rs.3,00,000/- deposited by the complainant on 18.10.2024 through bulk RTGS.

- **Second Transaction:** Subsequently, the complainant paid a sum of Rs.10,96,460/- to the respondent in connection with his interest in the respondent's project, namely, *M3M Soulitude*, situated at Sector-89, Gurugram. The said amount was paid in two instalments of Rs.4,33,150/- and Rs.6,63,310/-. However, the requisite booking formalities were again not completed, and the transaction did not culminate in a concluded allotment. It is pertinent to note that no specific unit in the said project was ever allotted to the complainant.
15. In view of the aforesaid facts, it is evident that neither of the two transactions culminated in a concluded allotment of any specific unit in favour of the complainant. While the first transaction was expressly cancelled and the entire amount deposited thereunder was duly refunded, the second transaction also did not crystallize into any allotment in favour of the complainant.

16. In **CR/2049/2025:-** The Authority observes that two transactions, which are interconnected and material for the determination of the present matter, arise for consideration.

- **First Transaction:** The complainant submitted an Expression of Interest (EOI) seeking priority allotment of a residential apartment/commercial unit/commercial plot/office space in one of the projects of M/s. M3M India Pvt. Ltd. In pursuance thereof, the complainant tendered a sum of Rs.2,50,000/- through cheque and a further sum of Rs.50,000/- through card swipe, aggregating to Rs.3,00,000/-. Subsequently, the complainant approached M/s. M3M India Pvt. Ltd. and requested that the sum of Rs.2,50,000/- be transferred towards a service apartment in *M3M Loft*, situated at Sector-74, Gurugram. The said request was duly facilitated, and the amount of Rs.2,50,000/- was accordingly transferred towards the aforesaid service apartment. Consequently, only a balance amount of Rs.50,000/- remained under the complainant's EOI. The said EOI was thereafter cancelled on 14.10.2024, and the balance amount of Rs.50,000/- was refunded to the complainant on 17.12.2024.
- **Second Transaction:** In the second transaction, the complainants tendered a sum of Rs.10,96,460/- to the respondent in connection with their proposed interest in the respondent's project, namely, *M3M Soulitude*, situated at Sector-89, Gurugram. The said amount was paid in two instalments of Rs.4,33,150/- and Rs.6,63,310/-, respectively. However, the requisite booking formalities were not completed and the proposed booking did not culminate in a concluded allotment. It is further pertinent to note

that no specific unit in the said project was ever allotted to the complainants.

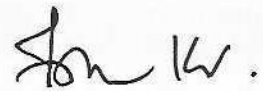
17. The Authority observes that in the absence of a defined allotment, the complainant cannot be treated as an 'allottee' within the meaning of Section 2(d) of the Act. A mere Welcome Letter for a proposed or future allotment, without crystallization of rights in a specific unit, does not confer the status of an allottee. However, before examining the merits of the case, it is necessary to determine whether the complainant fall within the definition of allottee or not under the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."

18. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no allotment of any unit was ever made in favour of the complainant. Mere issuance of Welcome Letter, in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.
19. This Authority further observes that for a legally enforceable contract to come into existence, there must be consensus ad idem on essential terms such as identification of the unit, consideration, payment

schedule, rights and obligations of the parties which are ordinarily crystallized through an allotment letter and agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.

20. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant relating to execution of agreement for sale, payment of pending assured return, handover of possession and payment of delay possession charges, falls outside the scope and jurisdiction of this Authority under the RERA Act, 2016.
21. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint is not maintainable, as the complainants does not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016.
22. This decision shall mutatis mutandis apply to cases as mentioned in para 3 of this order wherein date of allotment letter, date of execution of buyer's agreement and details of paid-up amount is mentioned in each of the complaints.
23. True certified copy of this order shall be placed in the case file of each matter.
24. Complaint as well as applications, if any, stands disposed of accordingly.
25. File be consigned to the registry.



Arun Kumar
(Chairman)

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 25.08.2026