PROCEEDINGS OF THE DAY	26
Day and Date	Friday and 25.04.2025
Complaint No.	CR/1588/2024 Case titled as Sitanshu Sain VS Signature Global Business Park Private Limited & Fantabulous Town Developers Private Limited
Complainant	Sitanshu Sain
Represented through	Shri Ashwani Kumar Advocate
Respondent	Signature Global Business Park Private Limited & Fantabulous Town Developers Private Limited
Respondent Represented through	Shri Venkat Rao, Advocate (filed POA)
Last date of hearing	24.01.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings-cum-order

The present complaint has been received on 30.04.2024 and the reply was received on behalf of both the respondents on 09.08.2024. Amended reply was filed by the respondents on 26.11.2024.

Succinct facts of the case are as under: -

S. No.	Heads	Information
1.	Name and location of the project	"De-Luxe DXP", Sector-37D, Gurugram, Haryana
2.	Project area	16.65625 acres
3.	Nature of the project	Mix Land use (90% residential and 10% commercial) under TOD policy

4.	DTCP license no. and validity status	230 of 2023 dated 02.11.2023 Valid up to 01.11.2028
5.	RERA registered/ not registered and validity status	Registered vide no. 10 of 2024 dated 07.02.2024 Valid up to 31.03.2031
6.	Application form	24.01.2024 (Page 57 of complaint) Unsigned and unstamped
7.	Unit no.	6-2103 Tower - 6 (Page 59 of complaint)
8.	Unit admeasuring	2623 sq. ft. (Page 59 of complaint)
9.	Date of flat buyer's agreement	Not executed
10.	Total consideration	Rs. 2,24,28,850/- (as on page 59 of complaint)
11.	Total amount paid by the complainant	Rs.50,000/- (As alleged by complainant on page 13 of the complaint)
12.	Possession clause	*15. The company shall complete the construction of the above apartment on or before 31st March 2031 or such period as extended by the authority. The above-mentioned period shall be subjected to force majeure conditions...* *(Page 63 of complaint)*
13.	Due date of delivery of possession	**31.03.2031**
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not offered

The counsel for the complainant states that the complainant has paid an amount of Rs.50,000/- prior to the registration of the project and after obtaining registration, the respondent has unilaterally increased the price of the unit from Rs. 2,24,28,850/- to Rs. 3,40,94,658/-. Upon refusal of the complainant to pay the increased price, the respondent has cancelled the unit.

Thus, the complainant has approached the Authority seeking direction to the respondent to provide the booked unit at agreed total price and refraining the respondent from selling, transferring or creating any 3rd party right and cancelling the booking.

The counsel for the respondent states that the complainant does not fall under the definition of "aggrieved person" as defined under the Act as he has never entered into any kind of any agreement with respondent rather, he is a stranger and has no locus standi to file the present complaint. Further, the cheque as annexed by the complainant was never demanded by the respondent nor any receipt was issued by the respondent. Upon observing the entry of Rs.50,000/- in account of the respondent company on 31.01.2024 and after due process, the account team of the Respondent company immediately refunded the said amount to the complainant on 19.02.2024.

The counsel for the complainant further states at bar that the respondent has refunded the amount of Rs.50,000/- paid by the complainant of its own in the account of the respondent company.

Arguments heard.

The authority observes that definition of the allottee as provided under section 2(d) of the Act is reproduced as under:

> *"2 In this Act, unless the context otherwise requires-*
> *(d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been* ***allotted, sold*** *(whether as freehold or leasehold)* ***or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise*** *but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent".*

Accordingly, following are allottees as per this definition:

(a) **Original allottee:** A person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter.

(b) **Allottees after subsequent transfer from the original allottee:** A person who acquires the said allotment through sale, transfer or otherwise.

The Authority observes that in the present complaint only a copy of application form has been filed by the complainant along with the complaint. Upon perusal of the same, the authority observes that the said application form is not signed/acknowledged by the respondent and moreover, the office copy of the said application form is neither filled by the respondent company nor the same is signed by the respondent/bears the stamp of the respondent company. The amount of Rs. 50,000/- was paid by the complainant without any demand and no receipt has ever issued by the respondent company. Furthermore, the amount paid by the complainant allottee of its own has also been refunded by the respondent as admitted by the counsel for the complainant today during hearing. Further, neither any allotment letter has been issued by the respondent company nor any BBA has been executed between the parties. There is no document on record to substantiate the claim of the complainant as an allottee of the above project.

In view of the foregoing reasons, the Authority finds no merit in the present complaint and the same is accordingly dismissed. File be consigned to the registry.

Vijay Kumar Goyal
Member
25.04.2025