



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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Complaint no.:	967 of 2023
Date of filing:	26.04.2023
First date of hearing:	01.06.2023
Date of decision:	11.09.2025

Chander Kant Gupta

S/o Sh. Chuni Lal Gupta

R/o H.No 1217 sector 7, Panchkula,

Haryana, Pin code: 134109

....COMPLAINANT

Versus

1. GLM Infratech Private Limited,
Amazon The Defence County, Sector 30,
Panchkula, Haryana- 134118

2. GLM Buyers Welfare Association,
Amazon The Defence Cuntty, Sector 30,
Panchkula, Haryana- 134118

...RESPONDENTS

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Versus

- 1. GLM Infratech Private Limited,**
Amazon The Defence County, Sector 30,
Panchkula, Haryana- 134118
- 2. GLM Buyers Welfare Association,**
SCO-110, 2nd Floor, Sector-25, Panchkula

....RESPONDENTS

CORAM: **Parneet S Sachdev** **Chairman**
 Nadim Akhtar **Member**

Present: Mr. Sarthak Gupta, counsel for the complainant in person.
 None for the respondent.

ORDER (PARNEET S SACHDEV- CHAIRMAN)

1. This order shall dispose of both the above captioned complaints filed by the complainants before this Authority under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made



thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, 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 table:

S.No.	Particulars	Details of complaint no. 967 of 2023	Details of complaint no. 968 of 2023
1.	Name of the project	Amazon- The Defence County	Amazon- The Defence County
2.	Name of promoter	GLM Infratech Pvt. Ltd.	GLM Infratech Pvt. Ltd.
3.	RERA registered/not registered	Not registered	Not registered
4.	DTP license no.	Not available	Not available
4.	Unit no.	A1-1903	A1-1902
5.	Unit area	2085 sq. ft	2085 sq. ft
8.	Date of builder buyer agreement	Not available	Not available
9.	Date of Booking	01.04.2021	01.04.2021
9.	Deemed date of possession	Not available	Not available
11.	Total Basic cost	₹41,70,000/- (as per the provisional allotment letter attached)	₹41,70,000/- (as per the provisional allotment letter attached)
12.	Amount paid by complainant	Rs.15,00,000/-	Rs.15,00,000/-
13.	Offer of possession	Not available	Not available

3. The core issues, nature and facts emanating from the above captioned complaints are similar in nature as filed by the same complainant and relates to same project of the respondent namely "Amazon-The Defence County". Therefore, Authority by passing this common order shall dispose of both the captioned complaints. **Complaint No. 967/2023** titled as **"Chander Kant Gupta vs Global land Masters Private Limited & GLM Welfare Association"** has been taken as the lead case.

B. FACTS OF THE CASE AS STATED IN THE COMPLAINT.

4. That the Respondent No. 1, i.e., the promoter had allotted an independent unit being- A1-1903 at GLM Infratech Pvt. Ltd. (Erstwhile Bhoomi Infrastructure Company) project "AMAZON-THE DEFENCE COUNTY" having a super Area of 2085sq. ft. (Two Thousand and Eighty-Five) ("said residential unit") against a total consideration of ₹47,43,375/- (Rupees Forty-seven Lakh Forty-Three Thousand Three Hundred and Seventy-Five Only), inclusive of all miscellaneous charges as mentioned in the allotment letter, in favour of the complainant.
5. That respondent No. 1 had represented to the complainant that respondent No. 1 has undertaken the construction of an on-going residential project namely "AMAZON-THE DEFENCE COUNTY" in sector-30, Panchkula, Haryana ("said residential project/said project"), with top-quality amenities and global living standards which would



stand apart from other projects in the vicinity. Furthermore, the Respondent No. 1 had assured the complainant that not only the construction of the building but also delivery of possession of the residential unit as well as execution of the title documents would be undertaken within one year in favour of the complainant.

6. That based on these assurances and representations of the promoter, the Complainant had applied for allotment of a residential unit in one of the towers of the said project and was allotted a unit on the Nineteenth floor in the "AMAZON-THE DEFENCE COUNTY". Consequently vide the Provisional Allotment Letter dated 01.04.2021, the complainant was allotted unit A1-1903 on 19th Floor, in Tower A, measuring 2085 sq. ft. (Two Thousand Eighty-five) in the project "AMAZON-THE DEFENCE COUNTY" at sector-30, Panchkula, Haryana. Copy of Provisional Allotment Letter dated 01.04.2021 is annexed as **Annexure C-1**.
7. That it is important to mention that only on the issuance of the allotment letter dated 01.04.2021, the complainant was asked to pay ₹15,00,000/- against the total sale consideration of ₹47,43,375/- which is about 33% of the total sale consideration, without any written agreement or a registered buyer agreement, thus standing in clear violation of Section 13 of the RERA Act, 2016. Copy of acknowledgement receipt and bank statement is attached as **Annexure C-2** and **Annexure C-3**.



8. That over time, the complainant made continuous efforts to contact the developer to enter into a written agreement and to come forward and execute the builder buyer agreement but was always misled by making false promises and providing false statements. Furthermore, it is only on 02.04.2023, when the complainant visited the project site and saw the display board put up by GLM Buyers Association, the complainant was apprised of the fact that as per the order of Hon'ble RERA, Panchkula in hearing dated 09.02.2023, all the interested non-member allottees were given 30 days' time (from the date of publication) to approach the association and claim interest in their respective units, if any. Relevant para of order in hearing dated 09.02.2023 is reproduced below:

"(ii) Regarding the interest of non-member allottees, association is directed to give publication in two newspapers with information that the project has been handed over to association for completion and they are requested to contact the association if they are interested in their respective units in the project. If association does not receive any response from these non-member allottees within 30 days from the date of publication then association is at liberty to put their unit on sale. Association has to refund the paid amount by these non-member allottees without any interest."

9. That since the publication in this regard was made on 04.03.2023, the complainant submitted its formal representation within the stipulated



time period of 30 days, claiming his interest in his respective units on 03.04.2023. Copy of the representation is attached as **Annexure C-4**. However, when the complainant approached the GLM Buyers Association to formally submit a physical copy on 04.04.2023, it came in as a shock to the complainant that the complainant's allotted unit was not assigned to the complainant and was rather kept as vacant in association's records. Furthermore, in the reply to letter dated 03.04.2023, the respondent no. 2 association stated that as per the records submitted by Sh. S.S. Deswal to HRERA no flat is booked/allotted in the complainant's name and thereafter verbally informed the complainant that the complainant's claim cannot be taken up by the respondent no. 2 association as the complainant is not an allottee in the concerned project.

10. That for the kind perusal of this Hon'ble Authority the definition of the allottee as per the RERA Act, 2016 is being reproduced herein below to show that complainant falls under the ambit and scope of an allottee of the respondent no. 1-promoter and has all and equal rights as of any other allottee and member of respondent no. 2 association.

"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;

Thus, in the present case respondent no.1-promoter had allotted unit A1-1903 on 19th Floor in tower A, measuring 2085 sq. ft in the project "Amazon-The Defence County" at sector 30, Panchkula for a total consideration of ₹47,43,375/- vide allotment letter dated 01.04.2021 thus making the complainant a lawful allottee. Furthermore, for a valid allotment there is a total sale consideration and unit number has also been allotted and advance of ₹15,00,000/- has also been paid by the complainant, thus making him a bona fide purchaser.

11. That the complainant is ready to make the balance amount as agreed upon by respondent no. 1 to whomsoever this Hon'ble Authority may direct. Furthermore it has come to the knowledge of the complainant that this Hon'ble authority has given permission to the respondent no 2 to complete the remaining construction of 04 towers. The complainant is ready and willing to be part of the association and further pay the outstanding amount as called for.
12. That the respondent has completely failed to perform its obligations, i.e.,
 - (a) The respondent has failed to complete various milestones in construction of the building at the said project and
 - (b) The promoter has



failed to deliver the possession as well as execute the title documents. Furthermore, the complainant is empowered by Section 18 of the RERA Act, 2016 for return of the complainant's amount and award of compensation if the promoter fails to complete or is unable to give possession of an apartment, plot or building.

C. RELIEFS SOUGHT

13. The complainant in his complaint has sought following relief :-

- i. To direct the Respondents to declare the complainant as rightful allottee of the unit A1-1903 on 19th Floor in tower A;
- ii. Direct Respondent No. 2-Welfare Association to make the complainant part of the Association. ;
- iii. Direct Respondents to take the outstanding amount as per the allotment letter dated 01.04.2021 and handover vacant possession of the same. ;
- iv. Direct the Respondents to maintain status quo in respect of residential unit being unit A1-1903 on 19th Floor in tower A. ;
- v. Direct the Respondent to pay damages and compensation in favour of the Complainant and against the Respondent;



- vi. Direct the Respondent to compensate the complainant for mental trauma and agony in favour of the complainant and against the Respondent;
- vii. Award cost and legal expenses of the present proceedings in favour of the Complainant and against the Respondent;
- viii. Pass any other Order in the interest of justice.

D. REPLY ON BEHALF OF RESPONDENT NO. 1

I.d. counsel for the respondent filed reply on 26.09.2023 pleading therein as under:-

- 14. That respondent no. 1 is a Private Limited Company duly incorporated under the Companies Act, having its registered office at Amazon-The Defence County, Sector-30, Panchkula, Haryana, which project is being developed over freehold land measuring 16.80 acres situated in the revenue estate of Village Moginand, District Panchkula.
- 15. That the present complaint is not maintainable as the complainant is not a genuine allottee but an investor, who booked the subject unit for speculative purposes with the intent of resale for profit, and not for residential occupation. That such investors cause grave hardship to genuine allottees and adversely impact the construction and completion of projects.
- 16. That the complainant has approached this Hon'ble Authority with unclean hands by deliberately misrepresenting facts. The complainant



has concealed that as per the allotment letter dated 01.04.2021, he was granted a discount of ₹8,19,125/- on the gross sale price of ₹53,54,000/-. However, he has falsely stated the consideration amount as ₹47,43,375/- before this Authority. Such concealment and false averments amount to fraud upon this Hon'ble Authority.

17. That the allegation of exclusion of the complainant from the list of allottees is false and misleading. The name of the complainant forms part of the list of allottees which was duly submitted by respondent no. 1 to this Hon'ble Authority in the form of a pen drive and acknowledged in proceedings dated 27.07.2023.
18. That there is no violation of Section 13 of the RERA Act, 2016 as alleged. It is submitted that no demand for advance payment beyond 10% of the unit cost was ever raised by respondent no. 1. The complainant, of his own volition, deposited ₹15,00,000/- as advance. The said deposit cannot be construed as a contravention of the statutory provisions.
19. That the complainant has defaulted in adhering to the construction-linked payment schedule and failed to pay the instalments despite ongoing construction. The default of the complainant has adversely affected the financial flow of the project and created serious difficulties for timely completion, thereby disintitling him from seeking relief.



20. That respondent no. 1 has not contravened Section 12 of the Act. No false, incorrect or misleading statements have ever been made in any advertisement, prospectus, or representation by the Respondent. The complainant has failed to point out any such instance in his pleadings.
21. That respondent no. 1 is also not liable under Section 18 of the Act. There exists no registered agreement for sale between the parties, and as such, there are no enforceable terms regarding completion or possession. Further, the business of respondent no. 1 continues to operate, and the construction of four towers is presently being undertaken by the association pursuant to the directions of this Hon'ble Authority. Hence, the ingredients of Section 18(1) are not attracted.
22. That in light of the above, the complainant, having concealed material facts, acted with mala fide intent, defaulted in his obligations, and approached this Hon'ble Authority with unclean hands, is not entitled to any relief claimed in the complaint.

E. REPLY FILED BY THE RESPONDENT NO. 2

Ld. counsel for the respondent has filed the reply on 15.02.2024 pleading therein as under :-

23. That the present reply is being filed by respondent no. 2 through its President, who is duly authorised and competent to file the same on behalf of the Association. The GLM Buyers Welfare Association has been entrusted with the responsibility of completing the construction of



four towers of the project of Respondent No. 1, GLM Infratech Pvt. Ltd., pursuant to the order dated 18.05.2022 passed by this Hon'ble Authority in Complaint No. 559 of 2018.

24. That respondent no. 1 had submitted to this Hon'ble Authority, with a copy to the Association, the list of allottees pertaining to the four towers. As per the said list, Flat Nos. 1902 and 1903 in Tower A were shown as vacant. The complainant's name does not figure in the said list of allottees provided by respondent No. 1. A copy of the list is annexed herewith as **Annexure A**.
25. That it is further submitted that the builder licence of respondent no. 1 expired in July 2015 and was not renewed owing to non-payment of statutory dues. In fact, respondent no. 1 had also submitted an affidavit before this Hon'ble Authority on 31.12.2018, clearly undertaking that no sales had been effected by the Company since 01.05.2017 and that further sales would be undertaken only after compliance with all statutory requirements.
26. That the complainant visited the office of respondent no. 2 on 02.04.2023 to inquire about his alleged allotment. He was categorically informed that as per the official records supplied by respondent no. 1, no flat stood allotted in his name. The Association, being guided by the list of allottees handed over to it, has no knowledge or record of any transaction entered into between the complainant and respondent no. 1.



27. That the allotment letter relied upon by the complainant itself casts serious doubts as to its genuineness. The alleged flat has been shown to be allotted at a rate of ₹2,000/- per sq. ft., whereas the prevailing market rate at the relevant time was more than ₹4,000/- per sq. ft. Such a disparity indicates that the transaction is not bona fide and is contrary to the undertaking already given by respondent no. 1 to this Hon'ble Authority.
28. That in these circumstances, it is apparent that if any fraud, misrepresentation, or wrongful sale has taken place, the same has been committed solely by respondent no. 1. Respondent; No. 2- Association, having no role in the alleged transaction, cannot be fastened with any liability and is not a necessary or proper party to the present proceedings.
29. That in view of the foregoing facts and submissions, it is most respectfully prayed that Respondent No. 2 may kindly be deleted from the array of parties and exempted from further appearance in the matter, as the Association is not privy to the alleged transaction between the complainant and Respondent No. 1.

F. REJOINDER FILED BY THE COMPLAINANT

L.d. counsel for the complainant has filed the rejoinder on 03.04.2025 pleading therein as under :-



30. That the averments made by the respondents under the head “Complainant is not a genuine allottee” are false, vague, misleading, and hence denied in toto. The complainant squarely falls within the definition of “allottee” as provided under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, which defines an allottee as:

“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.

31. In the present case, Respondent No. 1—promoter allotted to the complainant Unit No. A1-1903 on the 19th Floor in Tower A, measuring 2085 sq. ft. in the project titled “Amazon – The Defence County” at Sector-30, Panchkula, for a total consideration of ₹47,43,375/- vide Allotment Letter dated 01.04.2021. Hence, the complainant is a lawful and genuine allottee under the Act.
32. That the averments made under the heads “Complainant has approached this Hon’ble Authority with unclean hands” and “Fraud being played with the Hon’ble Authority” are also false, baseless, and emphatically denied. The total sale consideration of ₹47,43,375/- as mentioned in the allotment letter represented the final payable amount after adjusting discounts and dues, and there was no concealment of facts whatsoever.



The transaction amount is a matter of record and forms part of the official documents. The complainant has never attempted to mislead this Hon'ble Authority. The attempt of the respondents to create unwarranted confusion by levelling vague allegations is nothing but an afterthought and deserves outright rejection.

33. That the averments made under the head "Complainant has been included as an allottee" are admitted to the extent that the complainant's name stands included, however, the said stand of the respondents is contradictory. While Respondent No. 2 has denied inclusion of the complainant's name in the list of allottees, Respondent No. 1 has included the complainant's name. This contradiction makes it evident that Respondent No. 1 has deliberately induced the name of the complainant in the list of allottees, thereby acknowledging the complainant's status as an allottee.
34. That the averments made under the head "No demand of application fee or any advance payment made by the respondent" are false, vague and hence denied in toto. The complainant has duly discharged his obligations under the terms of allotment and has been regularly corresponding with Respondent No. 1 regarding his rights as an allottee.
35. That the averments under the head "Complainant has not adhered to the payment schedule" are irrelevant to the present controversy. The grievance raised by the complainant is not regarding adherence to the



schedule but rather the validity of his allotment and the consequent rights accruing thereto. Hence, the said averments do not merit any substantive reply.

36. That the remaining averments in the written statement are either false, incorrect, or mere matters of record, and are therefore not being specifically dealt with herein for the sake of brevity and to avoid repetition.
37. That in light of the above submissions, the complainant most respectfully submits that the allegations and objections raised in the written statement of the respondents are devoid of merit and deserve to be rejected. The complainant reiterates that he is a genuine allottee within the meaning of the RERA Act and is entitled to all consequential reliefs as prayed for in the complaint.

G. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

38. Learned counsel for the complainant in the previous hearings reiterated his arguments as were submitted in writing. Today, learned counsels for both the respondent no. 1 and 2 did not mark their appearance. The replies submitted by them are already a matter of record and are duly considered for the purposes of adjudication.



H. ISSUES FOR ADJUDICATION

39. Whether the complainant is entitled to the relief as prayed in both the captioned complaints in terms of provisions of the RERD Act, 2016?

I. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

40. The present complaint has been filed by the complainant seeking directions to declare him as a rightful allottee of Unit No. A1-1903, Tower A, 19th Floor, in the project "Amazon – The Defence County", Sector-30, Panchkula, Haryana, along with further directions to Respondent No. 2- Association to induct him as a member and to hand over possession of the said unit.
41. The brief factual background is that the project in question originally belonged to Respondent No. 1, promoter, who is a private limited company registered under the Companies Act. Owing to default and non-completion of construction, this Authority, vide order dated 18.05.2022 passed in Complaint No. 559 of 2018, handed over the responsibility of completing the construction of remaining four towers of the project to respondent No. 2- Association, being the Buyers Welfare Association of the project allottees. It is, therefore, a matter of record that as on date, the project is being managed by the Association and not by respondent no. 1.

42. The affidavit filed by respondent no. 1 before this Authority on 31.12.2018 is also a matter of record, wherein it was categorically undertaken as under:

"That it is confirmed that the company has not been making any new sales since 01.05.2017. These will be restarted only after all compliances have been met."

Once such an undertaking was placed on record, respondent no. 1 was not authorized to effect any fresh sale after 01.05.2017. Therefore, the alleged allotment letter dated 01.04.2021 in favour of the complainant, on the face of it, appears contrary to the affidavit and is hit by illegality.

43. Moreover, the licence of respondent no. 1 had already expired in July 2015 and was not renewed on account of non-payment of government dues. Further, no registration of the project under Section 3 of the Real Estate (Regulation and Development) Act, 2016 has been shown to exist. In the absence of a valid licence and registration, respondent no. 1 lacked the statutory authority to effect any lawful sale. Thus, even apart from the undertaking given in the affidavit, the purported transaction in favour of the complainant is devoid of legal sanctity and cannot be recognized by this Authority.

44. It is also pertinent to note that the stand taken by respondent no. 1 in its reply that the complainant has been included in the list of allottees handed over to the Association is contradictory to its own affidavit.

Furthermore, respondent no. 2 has placed on record the list of allottees of four towers, as submitted by respondent no. 1 himself before this Authority, wherein the status of Units A-1902 and A-1903 has been shown as '*not allotted*'. This corroborates that the complainant has not been reflected as an allottee in the official records of the project.

45. It is further observed that the complainant has not produced any credible documentary proof, such as postal receipts evidencing dispatch of the allotment letter that could establish the genuineness of his allotment. In the absence of such supporting documents, the allotment letter dated 01.04.2021 prima facie appears to be backdated and doubtful in nature.
46. In this backdrop, Authority is of the considered view that the complainant has failed to substantiate his status as an allottee under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the main reliefs claimed seeking declaration of allotment, induction into the Association, and possession of the unit cannot be granted. The claim of the complainant, at best, raises questions of fraud, forgery, and civil rights, which fall outside the scope of the jurisdiction of this Authority and can only be adjudicated by a competent civil court.
47. It is also significant to note that the complainant was unable to demonstrate in the proceedings as to under which specific violation of the provisions of the RERA Act, 2016, his cause of action is



maintainable before this Authority. Since the project already stands handed over to respondent no. 2 (association) by previous order of this Authority, and respondent no. 1 has ceased to have control over the same, no effective directions can be passed against either respondent in the context of the reliefs claimed.

48. In view of the foregoing discussion, the Authority is of the considered opinion that the complainant has not been able to establish his claim either factually or legally. The alleged sale transaction being after 01.05.2017 is contrary to the undertaking given by respondent no. 1, and therefore, the sale is illegal and fraudulent in nature, falling within the domain of civil dispute.
49. Accordingly, the complaints are held to be not maintainable under the provisions of the RERD Act, 2016 and hereby stand **disposed**. Files be consigned to record room after uploading order on the website of the Authority.


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NADIM AKHTAR
[MEMBER]


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PARNEET S SACHDEV
[CHAIRMAN]