

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

Complaint no.:

6526 of 2024

Date of decision:-

06.08.2025

Mohit Jain  
R/o: - Plot no. 116, Jail Road,  
Pratap Nagar, Hari Nagar Clock Tower,  
South-west Delhi.

**Complainant**

**Versus**

M/s. BST Developers India Pvt Ltd.  
Regd. office: 308, ILD Trade Tower,  
Sector-47, Main Sohna Road, Gurugram-122001.

**Respondent**

**CORAM:**

Ashok Sangwan

**Member**

**APPEARANCE:**

Vaibhav Jain (Advocate)

Vijay Yadav (Advocate)

**Complainant**

**Respondent**

**ORDER**

1. The present complaint dated 30.12.2024 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 as provided under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project 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 and delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"Green Bhoomi"
2.	Location of the project	Sector-99A, Village-Gopalpur, Tehsil Harsaru, Gurugram, Haryana.
3.	Total area of the project	5.6375 acres
4.	Nature of the project	Affordable Residential Plotted Colony under DDJAY
5.	DTCP license no.	License no. 170 of 2022 Dated-22.10.2022 Valid upto-21.10.2027
7.	Plot no.	41, Tower-P admeasuring 116.616 sq. yards (As on page no. 16 of complaint)



8.	Receipt issued by respondent in favour of the complainant specifying unit no. and amount paid by complainant	31.10.2023 (As on page no. 16 of complaint)
9.	Buyer's Agreement	Not executed
10.	Sale consideration	Cannot be ascertained
11.	Amount paid	Rs.14,00,000/- (As on page no. 16 of complaint)
12.	Amount refunded to the complainant vide RTGS	Rs.14,00,000/- (Admitted by complainant in his pleadings at page no. 6 of reply)

### B. Facts of the complaint:

3. The complainant has made the following submissions in the complaint:
  - I. That the present complaint has been instituted against the respondent, in the sale of a plot bearing no. 41 on P of "Green Bhumi" situated in Sector 99A, Village Gopalpur, Gurgaon, Haryana.
  - II. The said plot in question had been sold for a total price of Rs.1,36,56,888/- and the complainant agreed to pay the same amount and same was agreed by the Mr.Pankaj Gupta & Ms.Renu and also signed in his dairy for above particulars. The complainant had paid a sum of Rs.14,00,000/- (Aprox 10% of the Total Cost) vide Cheque No 069909 dated 31.10.2023 drawn on Canara Bank.
  - III. Thereafter, the complainant requested the respondent many time via mails for execution of Builder Buyer Agreement, but did not receive any response. Later on, Mr. Chandan (Respondent) updated that the

price of plot booked in system was Rs.1,00,000/-per square yard instead of Rs.98,000/- per square yard as agreed by the complainant and respondent at the point of agreement.

- IV. Later in another meeting with Mr Pankaj Gupta, it was informed to him that 30% of the Total cost of price has to be paid as cash component. However being a salaried employee, the complainant refused to pay the amount in cash. Mr Pankaj Gupta and other builders suggested him to pay 30% of amount another accounts which was not the Escrow Account and send the Bank Account detail on the whatsapp i.e. (Royal Blue Chance :RBC DEVELOPERS BANK A/C NO.: - 244702000000610 IFSC CODE - IOBA0002447 BANK NAME & BRANCH: -I.O.B.& SOHNA ROAD GURGAON). But the complainant firmly told them that he will pay only in Escrow Account not in any other account.
- V. Mr Alok told that he can only take Rs.69,000/- per square in bank account rest should be paid in cash or to another account as provided by them. But the complainant firmly refused that and said that he will pay 100% in the Escrow Account
- VI. That the respondent sent an email to the complainant stating that the amount of Rs.14,00,000/- as received by them 7 months ago for purchase of a residential plot in the project, however sale price of said plot was not yet confirmed by them. Hence they refunded the money received by them vide RTGS Reference No. ICICR52024052700230315 dated 27-05-2024. However the transfer and the cancellation of booking was without any discussion and any written permission from the aggrieved.



VII. That the present complaint is bonafide and in the interest of justice on the complainant.

**C. Relief sought by the complainant:**

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

- i. Direct the respondent to restore the plot as booked by the complainant and execute the Builder Buyer Agreement (BBA) as soon as possible.
- ii. Direct the respondent to receive the payment not in any cash component, but in the Escrow Bank Account only as per the RERA Rule & Regulations.

**D. Reply by respondent:**

5. The respondent by way of written reply made following submissions.
- I. That the complainant approached the respondent in the year 2023 for the purchase of an independent unit in its upcoming project "Green Bhumi" situated in sector-99A, Village Gopalpur, District Gurugram, Haryana. The said project is registered with RERA vide registration no 13 of 2023 dated 16.01.2023.
  - II. That the complainant prior to approaching the respondent had conducted extensive and independent inquiries regarding the project and it was only after the complainant was being fully satisfied with regard to all aspects of the project, including but limited to the capacity of the respondent to undertake development of the same and the complainant took an independent and informed decision to purchase the unit, uninfluenced in any manner.
  - III. That the complainant applied to respondent for purchase of a unit in the project and booked a plot bearing no. 41 on P of the said project.

The complainant paid an amount of Rs.14,00,000 vide Cheque bearing no. 069909 drawn on Canara Bank dated 31.10.2023.

- IV. That false allegation has been leveled by the complainant against the respondent that the complainant has requested many times via emails for execution of BBA and giving pending payments and had visited the office of the respondent and the respondent has arbitrarily refused to accept the payment. The complainant have played pick and choose policy while drafting the said complaint and has concealed the true and material facts from the Authority.
- V. That the respondent has duly fulfilled its obligations and had explicitly communicated to the complainant that the sale price of the said unit would be Rs.1,00,000/- per sq. yds. The complainant initially agreed to this price, and accordingly, an amount of Rs.14,00,000/- was received from the complainant. Subsequently, the complainant unilaterally sought a revision of the agreed-upon sale price. Despite being informed of the initially communicated price, the complainant remained insistent on renegotiating the terms. However, no mutual agreement could be reached between the parties regarding the final sale price of the said unit. As mutual consensus could not be achieved, no further documentation or agreement was executed between the parties.
- VI. That after waiting reasonably and making repeated efforts for amicable resolution, the respondent, eventually refunded the entire booking amount to the complainant via RTGS transaction bearing reference number ICICR52024052700230315, details of which were also communicated to the complainant via email dated 27.05.2024.
- VII. That it is a well-established procedural formality followed by the



respondent, as is customary in the real estate sector, that in the event any prospective buyer approaches the developer for allotment of a unit, the applicant is provided with a RERA approved Application Form. This application form is an essential document that captures all requisite particulars including, but not limited to, the applicant's personal details, correspondence address, identification particulars, as well as the detailed specifications of the unit being sought—such as unit number, type, area, location within the project, and the total sale consideration agreed between the parties. It is only upon completion and submission of this duly filled and signed Application Form that the respondent processes the allotment and proceeds further.

- VIII. That in the present case, the respondent, following standard procedure, provided the complainant with the said Application Form for unit no. 41 on P in the "Green Bhumi" project. However, despite receiving the form, the complainant never submitted the duly filled application form back to the respondent. This deliberate omission reflects a clear deviation from the standard booking process and indicates a lack of genuine intent to proceed with the transaction in a transparent and binding manner.
- IX. That without prejudice to the above, it is submitted that the respondent has at all times acted in a transparent and bona fide manner and had explicitly conveyed to the complainant the applicable sale consideration of Rs.1,00,000/- per sq. yrds for the proposed unit. It was only after this clear understanding that the complainant voluntarily paid an amount of Rs.14,00,000/- on 31.10.2023. However, the complainant subsequently attempted to

alter the essential terms of the transaction unilaterally, which was never acceptable to the respondent. Owing to the absence of any mutual consensus, no further documents, including the BBA, could be executed. In that eventuality the respondent had sent email for termination of the said unit to the complainant.

- X. That the transaction never culminated into a binding agreement and the amount paid by the complainant has already been refunded unconditionally. The complainant has failed to honor the mutually agreed sale price and attempted to change the core terms of the transaction. The respondent, despite multiple opportunities and communications could not obtain a consensus. The complainant is thus seeking benefit from his own wrongs, which is impermissible in law.
- XI. That at no point in time did the complainant raise any written grievance, issue any legal notice, or even formally communicate any objection or concern with respect to the sale price, execution of BBA, or refund process. No written communication or complaint has ever been received by the respondent from the complainant regarding the alleged grievances now raised for the first time before Authority.
- XII. That the complaint is not maintainable or tenable under the eyes of law as the complainant has not approached the Authority with clean hands and has not disclosed the true and material facts relates to this case of complaint.
- XIII. That the complainant has defaulted knowingly and willingly in not making the payment as per the agreed terms. Furthermore, when the complainant defaulted in their payment as per schedule agreed upon, the failure has a cascading effecting on the operation and the



cost for proper execution of the project. Whereas enormous business losses befall upon the respondent. It is pertinent to mention here that the terms of cancellation/termination were in knowledge of the complainant and the complainant has defaulted in depositing the amount knowingly and willingly.

6. 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:**

7. 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**

8. 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**

9. 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;*

10. 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. Findings on the reliefs sought by the complainant:**

**F.I Direct the respondent to restore the plot as booked by the complainant and execute the Builder Buyer Agreement (BBA) as soon as possible.**

**F.II Direct the respondent to receive the payment not in any cash component, but in the Escrow Bank Account only as per the RERA Rule & Regulations.**

11. In the present complaint, the complainant paid an amount of Rs.14,00,000/- on 31.10.2023 by way of a cheque bearing no. 069909 drawn on Canara Bank, towards booking amount of a unit in the respondent's project namely "Green Bhumi" situated at Sector-99-A, Gurugram. No Allotment Letter was issued in favour of the complainant nor any Builder Buyer agreement was executed between the complainant and the respondent. Even there is no record of any Booking/Application Form. The respondent has refunded the booking amount of Rs.14,00,000/- through RTGS dated 27.05.2024 and the same was communicated to the complainant vide email dated 27.05.2024.



12. The complainant has averred that repeated requests were made to the respondent, through various emails, for execution of the Builder-Buyer Agreement; however, no response was received from the respondent. It is further submitted that, subsequently, Mr. Chandan, a representative of the respondent, informed the complainant that the price of the booked plot was ₹1,00,000/- per square yard, contrary to the mutually agreed rate of ₹98,000/- per square yard. Thereafter, in a separate meeting with Mr. Pankaj Gupta (representative of the respondent), the complainant was informed that 30% of the total sale consideration was required to be paid in cash. Being a salaried individual, the complainant declined to make any payment in cash. It is further alleged that Mr. Pankaj Gupta and other representatives of the builder suggested that the said 30% be deposited into accounts other than the designated Escrow Account. The complainant, however, categorically refused and insisted that all payments would be made only into the Escrow Account. Subsequently, Mr. Alok, another representative of the respondent, conveyed that only Rs.69,000/- per square yard could be accepted in the bank account, and the balance amount was required to be paid either in cash or into alternate accounts provided by them. The complainant once again reiterated his position, refusing to make any payment outside the Escrow mechanism, and insisted on depositing 100% of the amount solely in the Escrow Account.
13. It is an admitted position that no Allotment Letter was issued by the respondent in favour of the complainant, nor was any Builder-Buyer Agreement executed between the parties. It is a well-settled principle of law that a valid and enforceable contract comes into existence only upon the conclusion of an agreement embodying mutual consent and



consensus ad idem. In the present case, no such consensus existed between the parties, as evident from the respondent's act of refunding the amount paid by the complainant due to a disagreement regarding the sale consideration of the unit. Accordingly, no contractual relationship can be said to have been established between the complainant and the respondent. The amount paid by the complainant constituted only an initial booking amount, which did not crystallize into any vested legal right or obligation. At best, it may be considered a token of intent, which, however, did not mature into a binding and enforceable agreement.

14. It is pertinent to note that under Section 31 of the Act, any aggrieved person can file a complaint against the promoter if the promoter contravenes or violates of the Act or rules or regulations made thereunder. Upon careful perusal of all the terms and conditions of the allotment letter, it is revealed that the complainant is not an allottee. At this stage, it is important to stress upon the definition of the term allottee under the Act, the same is reproduced below for ready reference:

*" 2(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 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."*

15. In view of the above-mentioned definition of "allottee", it is crystal clear that the complainant is not an allottee as no unit has been allotted by the respondent to the complainant, a mere payment has been made by the complainant expressing his interest in purchasing a unit in the



project of the respondent. This legal position has been settled by the Hon'ble Supreme Court in ***M/s Imperia Structures Ltd vs Anil Patni and Anr. (2020) 10 SCC 783***, wherein the Court held

*"The rights of an allottee arises only when there is a formal act of allotment by the promoter. Payment of booking amount, without more, cannot be considered as evidence of allotment or concluded agreement".*

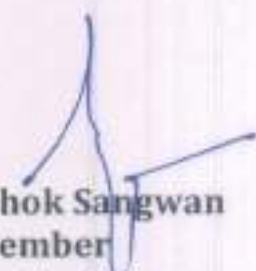
16. Further, the Hon'ble Haryana Real Estate Appellate Tribunal (HRERA Appellate Tribunal), Chandigarh, In ***Ankush Singla vs. TDI Infrastructure Ltd., Appeal No. 48 of 2021***, decided on 28.09.2021, held as under:

*"Where the complainant fails to produce an allotment letter or agreement for sale, and the promoter has not accepted the booking by way of a formal allotment, such complainant cannot be treated as an "allottee" under Section 2(d) of the Act. A booking receipt alone is not sufficient to confer statutory rights under RERA"*

17. On consideration of the documents available on record and submissions made by both the parties, the Authority is of the view that the booking amount paid by the complainant has been duly refunded by the respondent, owing to the failure of the parties to proceed with the transaction in accordance with the mutually discussed terms. In the absence of any formal allotment or execution of a concluded agreement between the parties, the respondent refunded the entire amount of Rs.14,00,000/- to the complainant through RTGS dated 27.05.2024, bearing reference no. ICICR52024052700230315. The said refund was duly communicated to the complainant via email dated 27.05.2024. Since no allotment was made in favour of the complainant and the full booking amount has been refunded, the complainant does not possess any surviving or enforceable legal right which would justify invocation

of the jurisdiction of this Authority. Thus, the present complaint stands dismissed being non-maintainable.

18. File be consigned to registry.

  
**Ashok Sangwan**  
**Member**

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 06.08.2025

