

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

Complaint no.	:	5468 of 2024
Date of complaint	:	02.12.2024
Date of order	:	23.12.2025

Markandey Mishra, R/o: - D-88, Rosewood City, Near Wembley Estate, Sector-49, Gurugram-122018.	Complainant
Versus	
1. M/s Good Earth Plotted Development Pvt. Ltd. (Formerly known as "Raj Buildwell Private Limited", Regd. Office At: 41A, Ring Road, Captain Gaur Marg, Lajpat Nagar-IV, New Delhi-110024. 2. Rajan Gupta, R/o: - W-40, First Floor, Greater Kailash-II, New Delhi-110048. 3. BNB Constructions Private Limited, Regd. Office At: M-56, M-Block Market, Greater Kailash-II, New Delhi-110048. 4. Vishal Sharma, Proprietor, RM Investment & Properties, Regd. Office At: A-009, Ground Floor, Nirvana Courtyard, Nirvana Country, Gurugram-122018.	Respondents

CORAM:	
Arun Kumar	Chairman
Phool Singh Saini	Member

APPEARANCE:	
Ashish Kumar Sinha (Advocate)	Complainant
Shivani Dang (Advocate)	Respondent No.1
Sushil Yadav (Advocate)	Respondent No.2 & 3
None	Respondent No.4

ORDER

1. The present complaint has been filed by the complainant/allottees 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 under the provisions of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S.N.	Particulars	Details
1.	Name of the project	"One Good Earth" Sector- 71, Gurugram
2.	Nature of the project	Residential plotted colony under DDJAY
3.	DTCP license no. and validity status	33 of 2021 dated 08.07.2021 valid upto 07.07.2026
4.	Name of licensee	Raj Buildwell Pvt. Ltd. & 1 Anr.
5.	RERA Registered/ not registered	Registered vide no. 83 of 2021 dated 16.11.2021
6.	RERA registration valid up to	31.12.2024
7.	Plot no.	183, admeasuring 178.980 sq. yds. [pg. 70 of complaint]
8.	Date of execution of agreement for sale	Not executed
9.	Date of allotment letter	20.06.2022 [page 70 of complaint]
10.	Possession clause	Not on record
11.	Due date of possession	31.12.2024 (completion date as declared by the promoter in REP-II)



12.	Total sale consideration	Rs.1,02,91,350/- (As per page 71 of complaint)
13.	Total amount paid by the complainant	Rs.20,00,000/- (As per page 23 of reply)
14.	Demand letter	11.06.2022, 18.02.2023 (as per page 21 and 23 of reply)
15.	Cancellation letter	05.08.2024 (page 26 of reply)
16.	Amount refunded on	14.08.2024 (as per page 18 of complaint)
17.	Completion certificate	Not received
18.	Offer of possession	Not offered

B. Facts of the complaint

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

- I. That the complainant is filing the present complaint for the possession of his duly purchased plot No. 183, area admeasuring 149.650 sq. mtrs. in respondent no. 1's project named as "One Good Earth", situated in Sector-71, Gurugram against the agreed total consideration amount of Rs.1,02,91,350/- as per the allotment letter issued by the respondent no. 1.
- II. That on 03.01.2019, the complainant had given a cheque of Rs.50,00,000/- in the name of respondent no. 3 but had been given in the hand of respondent no. 2 (though respondent no. 2 are one of the directors of respondent no. 3) through respondent no. 4 and in the presence of respondent no. 4 as a future investment with utmost trust and faith. The said amount had been given for prebooking of the proposed residential or commercial plotted colony or commercial space, whatever it may be decided later on (whether it will be residential or commercial) by the respondent nos. 2, 3 and 4 and assured to the complainant that respondent no. 2 and 4 will inform him accordingly. Again on 02.11.2020 the complainant paid an amount



of Rs.40,00,000/- to the respondent no. 2 through RTGS, against the same purpose mentioned above.

- III. That on 12.10.2021, on account of some financial distress the complainant took back Rs.10,00,000/- through RTGS from respondent no. 2. In April, 2022 respondent no. 2 along with respondent no. 4 meet the complainant and requested again for Rs.20,00,000/- in the name of respondent no. 1. The respondent no. 2 in the presence of respondent no. 4 assured the complainant that his previous amount of Rs. 80,00,000/- which had been given to respondent no. 2 and 3 will be adjusted to in the upcoming project of respondent nos. 1, 2 and 3 namely "One Good Earth" because respondent no. 2 is one of the directors of respondent no. 1 and 3. Thereafter, the complainant paid an amount of Rs.20,00,000/- to the respondent no. 1 Vide Cheque No. 501191 dated 27.04.2022 as booking amount of the plot and request the promoter to consider/adjust it as part payment towards the total price of the said plot to be paid by the complainant in lieu of purchase of the said plot, in accordance with the terms of the agreement to sell/ plot buyer agreement proposed to be executed between the complainant and respondent no. 1.
- IV. That on 11.06.2022, the respondent no. 1 sent one letter "Demand cum Invoice" to the complainant for the total dues of Rs.21,16,540/- with due date 20.06.2022. On 20.06.2022, respondent no. 1 issued allotment letter under the subject heading "Provisional allotment of plot no. 183 area admeasuring 149.650 sq. mtrs. in the project named as "One Good Earth" in the name of the complainant. On 20.06.2022 respondent no. 1 provided three documents 1. Original Application: 1 set, 2. Original Allotment Letter: 2 sets, 3. Original Plot Buyer Agreement: 3 sets. It is pertinent to mention herein that the plot buyer

agreement is not executed yet. Thereafter, on several occasions the complainant requested to the respondent no. 2 for the adjustment of the above-mentioned previous amount of Rs.80,00,000/- as promised by the respondent nos. 2, 3 and 4 towards the complainant's duly purchased plot no. 183 in the said project against the agreed total consideration amount of Rs.1,02,91,350/- as per the allotment letter issued by the respondent no. 1.

- V. That after not getting any satisfactory reply/response from respondent no. 2, on 11.07.2024, the complainant paid an amount of Rs.72,58,188/- to the respondent no. 1 through RTGS towards his duly purchased plot no. 183 in the said project. Shockingly, on 16.07.2024 respondent no. 1 refunded the above-mentioned amount of Rs.72,58,188/- to the complainant through RTGS and issued one letter under the subject heading of "Unauthorized transfer of funds", the reason for doing so is best known to the respondent nos. 1, 2 and 3. Subsequently, On 14.08.2024, respondent no. 1 refunded the booking amount of Rs.20,00,000/- through RTGS with a letter dated 05.08.2024 under the subject heading- "Notice For Cancellation of Provisional Allotment". Immediately on 20.08.2024, the complainant's office emailed respondent no. 1 and 2 for "Request for revocation of arbitrary cancellation of an allotted residential plot, but till the date no reply/response is received from the respondent nos. 1, 2 and 3. Thereafter, on 24.09.2024, the complainant sent the legal notice to the respondents through an Advocate for the above-mentioned unprofessional, unethical, immoral, arbitrary, and illegal act of the respondents for recall/revocation of the arbitrary cancellation of provisional allotment of plot thereby giving the original position of the complainant in the project again.

VI. That it seems the officials of respondent no. 1 are gloves in hand with respondent no. 2 and 3 and this type of practice is not called for, to defraud the innocent and valuable customer which are going since long and also a part of the same design to defraud, cheat the innocent consumer/buyer like the complainant and also to cheat the state exchequer.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).
 - I. Direct the respondent no.1 to revoke cancellation, handover possession and to adjust the amount of Rs.80,00,000/- paid by the complainant to respondent no. 2 & 3 towards the plot in question.
5. On the date of hearing, the Authority explained to the respondents/ 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 respondents

6. The respondent no.1 has contested the complaint vide its reply dated 02.04.2025 on the following grounds: -
 - i. That around April 2022, the complainant had approached respondent no. 1 for buying a plot in its project namely, 'One Good Earth', Sector 71, Gurugram. The complainant was told that booking application form would have to be submitted by the complainant alongwith other documentation. The complainant sent a cheque bearing no. 501191 dated 27.04.2022 drawn on Axis Bank for Rs.20,00,000/- and copies self-attested Aadhar Card and PAN card of the complainant and stated that the documents required be sent to complainant for signing and completion of all formalities.
 - ii. That acting on the said representations of the complainant, respondent no. 1 earmarked Plot no. 183 admeasuring 178.98 sq.

yards at One Good Earth for the complainant. It was also conveyed to the complainant that the said plot had been provisionally allotted to the complainant but the provisional allotment was subject to completion of all requisite formalities of allotment and fulfillment of the obligations by the complainant in a timely manner. Respondent no. 1 sent a letter on 12.05.2022 calling upon the complainant to sign the booking application form, two sets of allotment letter and three sets of plot buyer's agreement. The complainant undertook to execute the necessary documents.

- iii. That since it had been categorically assured by the complainant that the complainant would execute the requisite documents shortly, demand-cum-invoice dated 11.06.2022 was sent to complainant for a sum of Rs. 21,16,540/-. However, the complainant did not pay the said demand raised by respondent no. 1 within the time period mentioned in the said demand-cum-invoice.
- iv. That respondent no. 1 raised another demand-cum-invoice dated 18.02.2023 towards the next installment due in respect of the plot provisionally allotted to the complainant for a sum of Rs. 36,60,243/-. It was also mentioned in the said demand-cum-invoice that the said amount along with the previous arrears had to be paid by complainant on or before 28.02.2023.
- v. That despite repeated requests and passage of more than two years since respondent no. 1 earmarked Plot No. 183 for the complainant, the complainant did not complete the booking and allotment formalities and also did not sign the documents sent to the complainant way back on 12.05.2022. The complainant also did not pay any amount apart from the said initial booking amount of Rs.20,00,000/-. It became apparent that the complainant was not at all

interested in continuing with the said plot provisionally allotted to the complainant. Even otherwise, the allotment of the aforementioned plot to the complainant was provisional and the complainant was required to fulfill his obligations by executing the necessary documents and making further payments in a timely manner. Respondent no. 1 could not have waited endlessly for completion of the requisite formalities. Therefore, respondent no. 1 was constrained to cancel, terminate and revoke the provisional allotment of Plot No. 183, 'One Good Earth', Sector 71, Gurugram of the complainant vide notice for cancellation of provisional allotment dated 05.08.2024. Although the booking amount paid by the complainant was liable to be forfeited but being a customer-oriented company, respondent no. 1 refunded the booking amount of Rs.20,00,000/- vide RTGS on 14.08.2024.

- vi. That the complainant then sent a wholly untenable, baseless, frivolous and false legal notice dated 24.09.2024 calling upon respondent no. 1 to immediately withdraw the notice for cancellation of provisional allotment dated 05.08.2024. The disputes raised by the complainant in the said legal notice were absolutely baseless and false. Respondent no. 1 got sent reply to the said legal notice dated 14.10.2024 through its counsel Sh. M.K. Dang and Ms. Shivani Dang, Advocates. The complainant has now no claims whatsoever left either against respondent no. 1 or the said plot in the light of the facts and circumstances mentioned above.
- vii. That in fact, after cancellation of the provisional booking of the said plot, respondent no. 1 allotted the said plot to Mr. Rajendra Kumar Mohatta vide allotment letter dated 16.08.2024. Respondent no. 1 also executed agreement for sale dated 16.08.2024 regarding the said plot

in favour of the said Rajendra Kumar Mohatta. After receipt of the entire sale consideration in respect of the said plot from Rajendra Kumar Mohatta, respondent no. 1 also got executed and registered conveyance deed bearing vasika no. 8230 dated 24.09.2024 in favour of Mr. Rajendra Kumar Mohatta.

5. The counsel for the respondent no.2 & 3 has filed an application for deletion of the name of the respondents from the array of parties stating that provisional allotment of the plot was made by respondent no.1 and respondent no.2 and 3 have no role in cancellation of the provisional allotment. The amount advanced by the complainant to respondent no.2 & 3 were short term loans and has nothing to do with the plot in question and some amount has been returned to the complainant. Further, the respondent no.2 is director of the company and has nothing to do with the present complaint in individual capacity. Respondent no.3 is a different company altogether and has nothing to do with respondent no.1 or project in question.
6. Despite due service of notice through email, no reply has been received from respondent no.4 with regard to the present complaint and also none has put in appearance on its behalf before the Authority. In view of the above, vide proceedings dated 01.10.2025, the respondent no.4 was proceeded ex-parte.
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 submissions made by the parties.

E. Jurisdiction of the authority

6. The Authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

7. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

8. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

9. 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.

F. Findings on the relief sought by the complainant.

F.I Direct the respondent no.1 to revoke cancellation, handover possession and to adjust the amount of Rs.80,00,000/- paid by the complainant to respondent no. 2 & 3 towards the plot in question.

10. In the instant case, the complainant has submitted that the complainant had given a cheque of Rs.50,00,000/- in the name of respondent no.3 but in the hands of respondent no.2 (one of the directors of respondent

no.3) as a future investment for prebooking of the proposed residential or commercial project by respondent no.2, 3 &4. Again, on 02.11.2020, the complainant paid an amount of Rs.40,00,000/- to the respondent no.2 through RTGS against the same purpose. On 12.10.2021, on account of some financial distress, the complainant took back Rs.10,00,000/- through RTGS from respondent no.2. In April, 2022, the respondent no.2 along with respondent no.4 meet the complainant and requested again Rs.20,00,000/- in the name of respondent no.1. The respondent no.2 in the presence of respondent no.4 assured the complainant that his previous amount of Rs.80,00,000/- which has been given to respondent no.2 and 3 will be adjusted in the upcoming project of respondent no.1, 2 and 3 namely "One Good Earth" because respondent no.2 is one of the directors of respondent no.1 and 3. Thereafter, the complainant paid an amount of Rs.20,00,000/- to respondent no.1 as booking amount of the plot in question and an allotment letter dated 20.06.2022 was issued by respondent no.1 in favour of the complainant. However, the said amount of Rs.80,00,000/- has not been adjusted by the respondents. After not getting any satisfactory reply/response from respondent no. 2, on 11.07.2024, the complainant paid an amount of Rs.72,58,188/- to the respondent no. 1 through RTGS towards his duly purchased plot no. 183 in the said project. Shockingly, on 16.07.2024 respondent no. 1 refunded the above-mentioned amount of Rs.72,58,188/- to the complainant through RTGS and issued one letter under the subject heading of "Unauthorized transfer of funds", the reason for doing so is best known to the respondent nos. 1, 2 and 3. Subsequently, On 14.08.2024, respondent no. 1 refunded the booking amount of Rs.20,00,000/- through RTGS with a letter dated 05.08.2024 under the subject heading- "notice for

cancellation of provisional allotment". The counsel for the complainant vide proceedings dated 23.12.2025 has submitted that despite receiving more than 10% of the sale consideration against the unit in question, the respondent no.1 has failed to execute BBA with the complainant.

11. The counsel for the respondent no.2 & 3 has filed an application for deletion of the name of the respondents from the array of parties stating that provisional allotment of the plot was made by respondent no.1 and respondent no.2 and 3 have no role in cancellation of the provisional allotment. The amount advanced by the complainant to respondent no.2 & 3 were short term loans and has nothing to do with the plot in question and some amount has been returned to the complainant. Further, the respondent no.2 is director of the company and has nothing to do with the present complaint in individual capacity. Respondent no.3 is a different company altogether and has nothing to do with respondent no.1 or project in question.
12. The counsel for the complainant vide its reply to the deletion application has submitted that the respondent no.2 is one of the directors of respondent no.1 and 3 and respondent no.1 has cancelled provisional allotment without providing any fair opportunity of hearing. The respondent no.2 has admittedly received a sum of Rs.90,00,000/- from the complainant towards the said plot and his plea that the said amount was loan is wholly false as complainant is neither engaged in the business of money lending nor does he hold any licence under the provisions of the Money Lending Act.
13. The counsel for the respondent no.1 has submitted that the unit in question had been provisionally allotted to the complainant but the provisional allotment was subject to completion of all requisite

formalities of allotment and obligations by the complainant in a timely manner. Despite repeated requests and passage of more than two years from booking, the complainant did not complete the booking and allotment formalities and did not sign the documents sent to the complainant way back on 12.05.2022. The complainant also did not pay any amount except initial booking amount of Rs.20,00,000/-. Therefore, the respondent no.1 was constrained to cancel the provisional allotment of the complainant vide notice for cancellation of provisional allotment dated 05.08.2024 and has also refunded the booking amount of Rs.20,00,000/- to the complainant vide RTGS dated 14.08.2024.

14. The Authority observes that there is no document/correspondence available on record to substantiate the claim of the complainant that the said alleged amount of Rs.80,00,000/- was paid by him to respondent no. 2 and 3 against the project in question. Also, no such assurance by respondent no.2 of adjusting the said amount in the project in question as alleged by the complainant is available on record. Therefore, the Authority is of the view that the said transfer of funds is a separate transaction between the complainant and respondent no.2 & 3 and there appears no cause of action against the respondent no.2 and 3 towards the subject unit.
15. So far as the issue regarding RTGS payment of Rs.72,58,188/- dated 11.07.2024 to respondent no.1 and non-execution of BBA is concerned, it is observed that the said payment was made by M/s Sharda & Company in favour of respondent no.1 without any prior intimation and authorization and accordingly, the respondent no.1 citing it as bogus and sham transaction vide letter dated 16.07.2024 under the subject heading of "unauthorized transfer of funds", returned the said amount to M/s Sharda & Company vide RTGS dated 16.07.2024 to it. Further, on

20.06.2022, the complainant has admittedly received three documents

1. Original Application: 1 set, 2. Original Allotment Letter: 2 sets, 3. Original Plot Buyer Agreement: 3 sets, but the same remained pending on part of the complainant for more than 2 years. Consequently, the provisional allotment of the complainant was cancelled vide notice for cancellation of provisional allotment dated 05.08.2024.

16. After considering the documents available on record as well as submissions made by the parties, the Authority is satisfied that the complainant is at fault and the respondent no.1 has rightly cancelled the provisional allotment on failure of the complainant to come forward to complete the booking formalities and finalize the allotment and has also refunded the full amount received by it i.e., Rs.20,00,000/- to the complainant. However, the complainant is unable to show any proof of payment other than Rs.20,00,000/- which has been made to the respondent no.1. Thus, after considering the above said facts, the present complaint stands dismissed being devoid of merits. File be consigned to the registry.


(Phool Singh Saini)
Member


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 23.12.2025