HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of decision:	12.01.2026

Name of the Builder/ Respondent		WTC Faridabad Infrastructure Development Pvt. Ltd.		
Project Name		The Lilac at GDF.		
Sr. no.	Complaint no.	Title of the case	Appearance on behalf of the complainant (through VC)	Appearance on behalf of the respondent (in person)
1.	121 of 2025	Akhil Yadav Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
2.	122 of 2025	Akhil Yadav Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
3.	123 of 2025	Nikhil Yadav Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.

		Limited		
4.	124 of 2025	Nikhil Yadav Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
5.	1816 of 2024	Neha and Raj Kumari Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
6.	1841 of 2024	Bhupendra Singh Chauhan Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
7.	1842 of 2024	Nishtha Goel Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
8.	1845 of 2024	Seema Kaushik Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.

		Limited		
9.	1846 of 2024	Seema Kaushik Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
10.	1847 of 2024	Lalit Kumar Singla Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
11.	1848 of 2024	Divyani Singh Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
12.	1867 of 2024	Gagan Gupta Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
13.	1943 of 2024	Satish Kumar Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.

		Limited		
14.	738 of 2024	Sanjeev Kumar Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
15.	739 of 2024	Taruna Sharma Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
16.	740 of 2024	Sandeep Bhardwaj Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
17.	741 of 2025	Poonam Rani Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
18.	854 of 2024	Anuj Kumar Sharma and Renu Pandey Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.

		Cityscapes Private Limited		
19.	1232 of 2024	Kirti Dujari Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
20.	1850 of 2024	Khyati Kathuria Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
21.	1852 of 2024	Meenakshi and Hitesh Kumari Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
22.	1338 of 2024	Amit Dubey Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
23.	1620 of 2024	Mamta Bisht Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd.	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.

		2. Green field Cityscapes Private Limited		
24.	1621 of 2024	Mamta Bisht Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
25.	1915 of 2024	Aarti Ahuja Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Samiksha, proxy counsel for Adv. Aishwarya, main counsel for the complainant	None for the respondents.
26.	1918 of 2024	Mahesh Karwal Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Samiksha, proxy counsel for Adv. Aishwarya, main counsel for the complainant	None for the respondents.
27.	39 of 2025	Ashish Verma and Ratika Dhawan Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Samiksha, proxy counsel for Adv. Aishwarya, main counsel for the complainant	None for the respondents.
28.	40 of 2025	Hitesh Kumar Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd.	Adv. Samiksha, proxy counsel for Adv. Aishwarya, main counsel for the complainant	None for the respondents.

		2. Green field Cityscapes Private Limited		
29.	486 of 2025	Pankaj Kumar and Sonalika Kumari Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
30.	488 of 2025	Neha Raj Chhabra and Satya Wati Chhabra Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv Rohit, counsel for the complainant.	None for the respondents.
31.	489 of 2025	Satya Wati Chhabra Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Rohit, counsel for the complainant.	None for the respondents.
32.	620 of 2025	Sachin Dhingra Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.
33.	927 of 2025	Shyam Sunder and Ms. Suprita Vs. 1. WTC Faridabad Infrastructure	Adv Saket Singh	None for the respondent no. 1, 2, 3, and 5. Adv. Karan Kaushal, for

		Development Pvt Ltd 2. Viridian Holdings Private Limited 3. Clara Township Private Limited 4. Bhutani Infra Developers Private Limited 5. Global Investors LLP		respondent no. 4
34.	236 of 2025	Deepinder Bansal Vs. 1. WTC Faridabad Infrastructure Development Pvt. Ltd. 2. Green field Cityscapes Private Limited	Adv. Param Rana, proxy counsel for Adv. Rajan Hans, counsel for the complainant	None for the respondents.

Hearing: 3rd Hearing in Complaint no. 927 of 2025

4th Hearing in Complaint no. 121, 122, 123, 124, 486, 236, 620, 488, and 489 of 2025.

5th Hearing in Complaint no. 1620, 1621, 1816, 1841, 1842, 1845, 1846, 1847, 1848, 1850, 1852, 1867, 1943, 1915, 1918, of 2024 and 39, 40 of 2025.

6th Hearing in Complaint no. 1232, 1338, 738, 739, 740, 741 and 854 of 2024.

ORDER (NADIM AKHTAR- MEMBER)

1. Above captioned complaints are taken up together for hearing as facts and grievances to be addressed in all the complaints involve similar issue and are related to the same project namely, "The Lilac at GDF", situated at Sector-114, Faridabad, Haryana. Therefore, this order is being passed by taking the Complaint No. 121 of 2025 titled "*Akhil Yadav versus WTC Faridabad Infrastructure Development Pvt. Ltd.,* as a lead case for deciding all captioned matters.

2. The facts of all the complaints filed by the complainants are broadly similar. However, for the sake of clarity these complaints have been classified into the following two categories on the basis of reliefs sought by the complainants:

   i. **Category I: Lead Case being Complaint No. 121 of 2025,** wherein all complainants in serial no. 1 to 18 in table mentioned above have commonly sought relief of refund along with delayed interest from the Authority.

   ii. **Category II:** Complainants in serial no. 19 to 34 in table mentioned above have commonly sought relief of possession along with delayed interest from the Authority.

A. FACTS OF THE CASE AS STATED IN THE COMPLAINT NO. 121 OF 2025

3. That the complainant booked a plot in the project in question, which is a plotted residential colony known as *"The Lilac at GDF"*, situated at Sector-114, Faridabad, Haryana, duly registered with HRERA, Panchkula vide Registration No. HRERA-PKL-FBD-504-2023 (hereinafter referred to as "the Project").

4. That in the year 2021, Respondent No.1 (*M/s WTC Faridabad Infrastructure Development Private Limited*) represented to the Complainant that it was developing a plotted residential project in Sectors 111 to 114, Faridabad, Haryana, and assured allotment of a residential plot therein. Relying upon such representation, the Complainant paid a sum of ₹2,00,000/- on 18.08.2021 towards booking amount. Total sale consideration of the proposed residential plot was fixed at ₹20,20,000/-, against which the Complainant has already paid ₹10,20,000/-, i.e., more than 50% of the total sale consideration.

5. That an Agreement/MOU dated 20.09.2021 was executed between the Complainant and Respondent No.1, whereby Respondent No.1 undertook to develop a plotted residential project in Sectors 111 to 114, Faridabad, Haryana, and to allot a residential plot to the Complainant therein. Copy of Agreement dated 20.09.2021 is annexed as Annexure P-1.

6. That as per Clause 11 of the said Agreement, the Respondents were obligated to allot the residential plot within a period of 24 months from the date of execution of the Agreement, i.e., on or before 20.09.2023. However, despite expiry of the stipulated period, no allotment has been made till date.

7. That during the relevant period, the Department of Town & Country Planning, Haryana, issued a public advisory cautioning the general public against investing in the Respondents' project due to absence of necessary licences and statutory approvals at the relevant time. Copy of the newspaper publication is annexed as Annexure P-3.

8. That the Complainant has repeatedly approached the Respondents, both verbally and in writing, seeking allotment of the residential plot; however, the Respondents have failed to provide any definite timeline or satisfactory explanation and have continued to delay the allotment without justification.

9. That Respondent No.2, (*M/s Green Field Cityscapes Private Limited)*, being a group/associate company of Respondent No.1, subsequently obtained licence and RERA registration for the Project. Despite this, neither Respondent has taken any effective steps to allot the plot to the Complainant, even after receiving a substantial portion of the sale consideration.

10. That the Complainant has duly paid the demanded amounts, as detailed below:

S. No.	Date	Amount (₹)	Mode
1	18.08.2021	2,00,000	Self Payment
2	08.09.2021	6,70,000	Self Payment
3	15.09.2021	1,50,000	Credit Note through OM Sai Properties
Total		**₹10,20,000/-**	

Copy of account statement is annexed as Annexure P-2.

14. That the Respondents have failed to allot the plot or offer possession even after lapse of more than three years from execution of the Agreement, thereby committing breach of contractual terms, deficiency in service, and unfair trade practice. Respondent No.1 has further violated Section 3 of the Act by advertising, marketing, and booking plots in an unregistered project at the relevant time, in clear contravention of statutory provisions.

15. That the Complainant is entitled to refund of the entire amount paid along with interest and compensation under Section 18 of the Act, as the Respondents have failed to discharge their statutory and contractual obligations within the stipulated period.

16. That the cause of action first arose on 18.08.2021, when the booking amount was paid, and finally arose on 20.09.2023, when the Respondents failed to allot the plot within the contractual timeline. The cause of action is continuous and subsisting.

17. That the above facts clearly establish deficiency in service, unfair trade practice, and breach of statutory duties on the part of the Respondents, rendering them liable to refund the amount received along with interest and compensation, as settled by the Hon'ble Supreme Court in *Fortune Infrastructure v. Trevor D'Lima & Ors.*, (2018) 5 SCC 425.

B. RELIEFS SOUGHT

18. The complainant in his complaint has sought following reliefs:

(i) Pass an appropriate award directing the Respondents to refund the entire amount paid, i.e., ₹10,20,000/- along with interest till date, inclusive of the booking charges & Taxes on the term and Condition outlined in the agreement dated 20.09.2021.

(ii) Pass an appropriate award directing the Respondent to pay Interest from the Date of Payment to the Complainant at the prescribed rate under the Act and the rules.

(iii) Any other relief that the Honorable Authority deems suitable..

C. REPLY SUBMITTED ON BEHALF OF RESPONDENT

19. As per office record, initially notice was issued to both respondents on 06.02.2025 which was returned back undelivered with a report that "receiver shifted from the address" on 13.02.2025. Thereafter, case was listed for hearing on 07.04.2025, wherein, ld. counsel for complainants requested the

Authority to allow dasti servicing of the notices or submission of alternate address of respondents so that notice could be serves upon them. Accordingly his request was accepted and case was listed for hearing on 28.07.2025. In consonance to order dated 07.04.2025, a notice was again served to the complainant on 27.05.2025 on an alternate address given by the complainant, which was finally delivered to the respondents on 29.05.2025. Thereafter, case was listed for hearing on 28.07.2025 and 17.11.2025, but no reply is filed by the respondent. Even today, i.e., on 12.01.2026, respondent neither appeared nor filed reply. Authority is of the view that proceedings before this Authority are summary proceedings and sufficient opportunities have already been granted to the respondent to file reply, any further delay shall defeat the ends of justice. Thus, matter is proceeded based on the documents available on file.

D. ORAL SUBMISSIONS BY THE PARTIES

20. Counsels appearing on behalf of complainants in complaint no. 488, 489 and 927 of 2025 and counsel appearing on behalf of respondent no. 4 in Complaint no. 927 of 2025 reiterated the submissions made in their respective complaint/reply and supporting documents. The issues arising therefrom have already been addressed and dealt with in the foregoing paragraphs of this order.

21. However, no one appeared on behalf of the complainants in the complaints other than those mentioned at Serial No. 20 above. Further, no one appeared on behalf of the respondents as well.

E. ISSUES FOR ADJUDICATION: -

22. Whether the complaints are maintainable and complainants are entitled to the reliefs sought or not?

F. OBSERVATIONS OF THE AUTHORITY

23. In view of the facts, circumstances, and documents placed on record, this Authority is of the considered opinion that the captioned complaints pertains to the project "*"The Lilac at GDF"*, situated at Sector-114, Faridabad, Haryana,". The complaints revolves around the factum that the complainants and respondent are related to each other and the parties agreed to execute a purported "Memorandum of Understanding" (MoU) dated 20.09.2021, under which the complainants have claimed rights in respect of allotment of a unit in the project of the respondent. The complainants allege that the said MoU created binding obligations of allotment and possession.

24. In view of the above, the preliminary issue for determination is whether the complainants can be regarded as "allottees" under the Act so as to maintain the present proceedings.

25. At this stage, reference must be made to Section 31 of the RE(R&D) Act, 2016 which provides for filing of complaints. Section 31 is being reproduced below for reference-

> ***"Section 31- Filing of complaints with the Authority or the adjudicating officer.***
>
> *(1) **Any aggrieved person** may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder, against any promoter, allottee or real estate agent, as the case may be.*
> *Explanation.-For the purpose of this sub-section "person" shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force.*
> *(2) The form, manner and fees for filing complaint under sub-section (1) shall be such as may be [prescribed]."*

26. A plain and literal construction of the provision makes it clear that the right to invoke the jurisdiction of this Authority is not restricted only to "allottees." The legislature in its wisdom has consciously employed the expression *"any aggrieved person"* so as to vest locus standi in a wider category of individuals who can demonstrate that they have suffered a legal injury on account of a violation of the Act or rules made thereunder. The use of the word *"may"* in conjunction with the words *"any aggrieved person"* expands the remedial jurisdiction and ensures that technical objections do not defeat substantive justice.

27. It is therefore not an indispensable pre-condition that the complainant must necessarily fall within the definition of an "allottee" under Section 2(d) for filing of complaint before the Authority. The critical test under Section 31 is whether the complainant has established himself to be an *"aggrieved person"* in respect of an alleged violation or contravention attributable to the promoter, allottee or real estate agent. Once this threshold is crossed, next steps will come into play. In the present case, the complainants by placing reliance on the MoU and the statement of account annexed by the complainant as Annexure P-2 of the Complaint book have prima facie demonstrated a grievance referable to the conduct of the promoter and accordingly fall within the ambit of an "aggrieved person" under Section 31.

28. The next question which arises for determination is whether the complainants are entitled to the reliefs sought in the present proceedings. The complainants have also contended claim for refund of the amounts paid, since possession has not been handed over till date and the complainants had opted to surrender the unit in Complaints mentioned in Category –I, and complainants are still waiting for the possession of the unit in category-II. Reliance in this regard has been placed on Section 18 of the RERA Act, 2016.

"Section 18- Return of amount and compensation.

(1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,
he shall be liable on demand to the ***allottees,*** *in case the* ***allottee*** *wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:*
Provided that where an ***allottee*** *does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.*
(2) The promoter shall compensate the ***allottees*** *in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.*
(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the ***allottees,*** *in the manner as provided under this Act."*

29. A careful reading of Section 18 makes it evident that the legislature while structuring the framework under Section 18, has deliberately employed the expression "allottee". The relief of refund and compensation is therefore, legislatively circumscribed to those who qualify as allottees under Section 2(d) of the Act. The use of this restrictive terminology underscores the legislative intent to confine such statutory remedies only to genuine homebuyers or person vested with enforceable right of allotment.

30. Thus, even if for the sake of argument the claim for refund/possession, the sine qua non for availing such relief under Section 18 is that the complainants must first establish their legal character as "allottees." The critical enquiry therefore is not merely whether payment was advanced but whether such advancement culminated in a present binding allotment which would attract the statutory protections of the Act.

31. Thus, the second test is to determine whether the complainants are allottee or not? Therefore, it becomes necessary to consider the specific grounds urged by the complainants to bring themselves within the ambit of the definition of "allottee" under Section 2(d) of the Act.

32. The complainants have sought to substantiate their claim primarily on two sets of documents. First, reliance is placed on the MoU dated 20.09.2021, wherein according to the complainants, the expression "allottee" finds mention in various clauses, thereby evidencing the intent of the parties to treat the complainants as purchasers of a unit in the project. Secondly, reliance is placed upon statement of accounts annexed by the complainant acknowledging payments to the respondent.

33. However, if we look at the content of the MOU dated 20.09.2021, which is annexed by the complainant in his complaint too. Relevant part of the MOU is reproduced as under as under:

(A) The First Party has acquired some land and is in process of acquiring more raw/agricultural land for developing a plotted residential project (hereinafter referred to as 'Said Project') in and around Sector-111 to 114, Faridabad (Haryana) either in its own name or in the names of its associates/group companies (hereinafter referred to as "Said Land").

(B) After acquiring the Said Land, First Party/its associates will obtain necessary permissions/Licenses for developing the Said Project from competent authorities and will thereafter the start the process of marketing and development of Said Project on Said Land.

(C) The Second Party has expressed its willingness to join hands/collaborate with the First Party in/for its efforts to purchase raw land and for development of the contributing money for acquisition of land and for development expenses and by carrying out publicity campaign and to do the marketing of the said Project.

(D) The First Party has accepted the request of the Second Part the Second Party to join hands/contribute/collaborate in/with its efforts and to develop & market the Said Project.

(E) In furtherance of above, Second Party has collaborated with First Party in development of said project and has agreed to contribute funds to the tune of Rs. 10,20,000/-(Rupees Ten Lakhs Twenty Thousand Only) ["Collaboration Money"] as debenture subscription/assignment or otherwise for utilization thereof by First Party for procuring land, permissions, licenses, general corporate purposes, development of said project etc. on terms and conditions mentioned in Annexure, attached hereto.

(F) With the above background, Second Party shall have the option to take allotment of a residential plot in Said Project. Hence this agreement is being executed.

NOW THE PARTIES HERETO HEREBY DECLARE, UNDERTAKE AND AGREE AS UNDER

1. That the First Party hereby agrees to acquire raw land in and around Sector 111 to 114, Faridabad in its own favour or in favour of its associates and the Second Party also agrees to put its efforts in marketing and development of the said Project.

2. *The First Party and the Second Party shall jointly collaborate and undertake to develop the Said Land after the First Party/its associates procuring/obtaining the requisite licenses, permissions, sanctions and approvals of all Competent Authorities. All expenses involved in and for obtaining licenses, tax clearances, permissions or sanctions from the concerned authorities shall be incurred and paid by the First Party. First Party may use the amounts received by it from the Second Party for the corporate purposes including for procuring said Land, Permissions, Licenses, Sanctions, Clearances, Development, etc.*
3. *First Party shall have unhindered authority and discretion in matters related to choice of land to be purchased, location of land, terms & conditions of procurement of land, project size, layout of Said Project, sanctions, approvals, development of Project etc. Second Party hereby acknowledges that First Party shall take all decisions pertaining to Said Land. The Second Party shall not interfere with or obstruct in any manner in this regard.*
4. *First Party and Second Party may jointly do the marketing of the Said Project. However, the Second Party is primarily responsible to carry out the publicity campaign and to do marketing of SPOA (defined in Clause 5, below).*
5. *That after receiving the required permissions and licenses for Said Project and registration of Said Project with the concerned Real Estate Regulatory Authority, Second Party shall have the option to nominate any person of his choice (including himself/itself) for taking allotment of residential plots) measuring about 110 Square Yards (or of such size as may be available at the time of allotment) hereinafter referred to as Second Party Option Area ("SPOA")], in Said Project at a special down payment rate of Rs. 20,000/- (Rupees Twenty Thousand Only) per square yard (exclusive of EDC, IDC, Preferential Location Charges, Other Charges, Taxes, Stamp Duty, Registration Charges and Expenses, which shall be payable extra by th Plot Buyer) from First Party.*
6. *That after registration of Said Project with the concerned Real Estate Regulatory Authority, First Party shall send written*

communication of such registration and booking application form containing payment schedule to Second Party through email or through post/courier.

7. *That in case Second Party does not exercise its preferred allotment option within 60 days of receipt of communication mentioned in Clause 6 above, First Party shall make the allotment in the name of the Second Party on availability basis.*
8. *That the allotment of the plot to the Second Party shall be made as per the approved zoning plan received by the First Party with the variation of plus/minus 15% in the area allotted. The rates mentioned in Clause 5 above shall be applicable only if Said Project is approved under Deen Dayal Jan Awas Yojna of Government of Haryana. In case Said Project is approved under any other policy/scheme of Government of Haryana, SPOA shall accordingly change.*
9. *That allotment of SPOA shall be made on first come first serve basis subject to availability. Upon allotment, First Party/its associate and Second Party or its nominee shall execute Plot Buyer's Agreement in First Party's standard format for such allotment under Down Payment Plan. The special rate offered to the Second Party in Clause 5, above is contingent upon the buyer making all its due payments in time. Second Party shall ensure that buyer make all payments in time and as and when demanded. Second Party shall have the option to utilize the Collaboration Money, as mentioned in Recital (E) above, actually paid by it to First Party, for payment of cost of plot.*
10. *Upon execution of abovementioned Plot Buyer's Agreement, this agreement shall get superseded by the Plot Buyer's Agreement and this agreement shall stand automatically terminated and become void. Upon execution of Plot Buyer's Agreement, this agreement will not survive for any purpose and all rights of parties in relation to said allotment shall be governed only by said Plot Buyer's Agreement only.*
11. *That in case First Party/its associate fail to make the allotment within 24 months from the date of execution of this agreement or if allotment is not acceptable to Second Party, this agreement shall*

terminate, without leaving any right or claim or obligation of any party towards the other except Second Party's right for refund of Collaboration Money as mentioned in Recital (E) actually paid by Second Party to First Party along with interest as mentioned in Annexure. It is clarified that upon termination of this agreement either under this clause or under clause 10, above, Second Party shall not claim any damages or compensation from First Party on any ground whatsoever.

12. *That Recitals/Preamble of this agreement shall be read as pairt of convenat's /terms & conditions of this agreement, agreed between the parties.*
13. *That two original copies of this Agreement are being prepared; one each shall be retained by both the parties*
14. *That Second Party shall keep the terms hereof confidential and will not disclose the same to any person without the prior written consent of First Party.*
15. *That this Agreement is understanding between the parties only for the matters specified herein above and the same shall never be deemed to constitute as any of the party being agent of the other, and the First Party has the absolute right and authority to enter into any joint venture or collaboration or other arrangements including for raising funds with respect to purchase/ development of remaining land forming part of the said Project with any third Parties) at its sole discretion.*
16. *That in the event of any dispute between the parties, same shall be got adjudicated through the process of Arbitration. Arbitrator shall be appointed with mutual consent of parties or through Court. Seat and Venue of Arbitrator shall be at New Delhi. Arbitration shall be conducted in English Language.*
17. *That subject to arbitration, all disputes and differences between parties shall be subject to the exclusive jurisdiction of Courts at New Delhi.*
18. *This agreement shall be deemed to have been executed at New Delhi.*

33. Authority deems it appropriate to first examine Clause (B) of the MoU dated 20.09.2021, as the same goes to the very root of the matter. Clause (B) unequivocally records that *after acquiring the said land*, the First Party or its associates *"will obtain necessary permissions/licences"* and *thereafter start the process of marketing and development* of the proposed project. When Clause (B) is read conjointly with Recital (A), which states that the First Party *"has acquired some land and is in process of acquiring more raw/agricultural land"*, it becomes manifest that, as on the date of execution of the MoU, the respondent promoter did not possess the complete and identifiable land parcel required for development of the proposed plotted residential project. The language used in Clause (B) is clearly prospective and conditional, signifying that land acquisition, procurement of licences, and commencement of marketing were future events yet to materialise. Thus, the MoU itself acknowledges that the project was at a preliminary and pre-licensing stage and had not crystallised into a legally cognisable real estate project at the relevant time. Further, even if Recital (F) of the MoU is considered, the same is of crucial significance, as it categorically provides that the Second Party *"shall have the option to take allotment of a residential plot"* in the said project. The use of the expression *"option"* unmistakably indicates that no allotment had taken place as on the date of execution of the

MoU and that any future allotment was contingent upon fulfillment of subsequent events, including acquisition of land, grant of licences and registration of the project. An optional or contingent right to seek allotment at a future stage cannot be equated with a present, concluded or binding allotment so as to attract the definition of *"allottee"* under Section 2(d) of the Act. This conclusion is further fortified by Clauses 6 and 7 of the MoU, which expressly contemplate a future booking and allotment process, including issuance of a written communication regarding project registration, supply of booking application forms, and exercise of allotment preference within a stipulated period. These clauses leave no manner of doubt that the MoU does not, by itself, create any vested or enforceable right of allotment, but merely provides a preferential mechanism subject to availability and completion of future formalities. Even Clause 9 of the MoU assumes particular importance, as it mandates execution of a *Plot Buyer's Agreement* in the standard format of the First Party upon allotment. The clause further clarifies that the special rate offered is contingent upon timely payments and that the so-called *Collaboration Money* may be adjusted towards the plot cost. This clause conclusively establishes that the MoU was never intended to be the final or binding document governing allotment or possession and that contractual

rights, if any, were to arise only upon execution of a duly stamped and registered Plot Buyer's Agreement.

34. Further, Authority is of the considered view that in order to arrive at a conclusion as whether the complainant could be defined as an allottee or not, it is necessary to refer to Section 2(d) of the Act which is reproduced below-

> *"**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 does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;"*

35. It is clear that the statutory definition of "allottee" under Section 2(d) of the Act requires that a plot, apartment, or building must be allotted, sold, or otherwise transferred by the promoter. It further contemplates cases where an existing allotment stands subsequently transferred. The determinative question, therefore, is whether in the facts of the present case there exists any valid and genuine allotment which would bring the complainants within the ambit of the said definition.

36. It is an admitted position that no allotment letter or builder buyer agreement was ever executed vis-a-vis the complainants and the respondent. The Authority is, therefore, constrained to examine whether any other document on record can be treated as equivalent to a binding allotment.

37. Nevertheless, for the limited purpose of ascertaining whether the MoU can be said to evidence a genuine allotment, this Authority has scrutinized the said document, Authority observes that there is no clause which pecfically states that what unit number was allotted to the complainant which clearly depicts that this was only a general docoument for executing the agreement in the future. Further, the MoU does not contain essential contractual elements which are mandatory under the Act and the Haryana Real Estate (Regulation and Development) Rules, 2017, such as execution in the prescribed form of an Agreement for Sale, specification of consideration in relation to a particular plot, consequences of default in terms of interest and compensation as mandated under the Act. Merely because the expression "allottee" has been loosely employed in certain clauses of the MoU, the same cannot, by itself, confer statutory status upon the complainants. It is a settled principle of law that the substance of a document must prevail over its nomenclature or isolated expressions used therein. The legal character of a party flows from the rights actually created under the document and not from descriptive labels casually used by the parties. Significantly, the MoU itself contemplates execution of a future Agreement for Sale, upon fulfillment of statutory requirements and approvals. Such a stipulation clearly demonstrates that the parties were ad idem that the MoU was not intended to be a final or binding

instrument of allotment but only an interim arrangement pending formalization of contractual relations in accordance with law. Authority also takes note of the fact that neither the license to develop the project was granted by the Department of Town and country planning nor the project was registered under the Act at the time of execution of the MoU. In the absence of any license to develop a colony or subsequent registration with RERA, no lawful allotment within the meaning of the Act could have been made. Any document executed prior to registration, therefore, cannot be elevated to the status of an Agreement for Sale nor can it confer statutory rights under the Act. The payments made by the complainants, as reflected in the statement of accounts, though indicative of financial transactions between the parties, cannot by themselves establish allotment in the absence of a legally valid and enforceable Agreement for Sale. Payment of money, howsoever substantial, does not ipso facto crystallize the status of an allottee unless it culminates into a lawful allotment of a specific unit. Further, even if this Hon'ble Authority peruses Recitals D and E, and Clauses 2, 4, and 11 of the Memorandum of Understanding/Agreement dated 20.09.2021, it is submitted that the Complainant was referred to therein merely as a joint developer/collaborator for the limited purposes of participating in the marketing and development of the Project and contributing towards the acquisition of land. At no stage did

the Complainant enter into any Agreement for sale or allotment with the Respondent, nor was any consideration paid for allotment of any unit.

38. The definition of "allottee" under Section 2(d) of the Act contemplates a person to whom an apartment, plot or building has been allotted, sold or otherwise transferred by the promoter. In the present case, no material has been placed on record to show that any apartment, plot or building was ever allotted or transferred to the complainants. The MoU, at best, evidences an intention to consider allotment in future and does not create any present or vested right in favour of the complainants.

39. In view of the foregoing analysis, this Authority is of the considered opinion that the MoU dated 20.09.2021 does not constitute an Agreement for Sale under the Act, nor does it effectuate any valid allotment in favour of the complainants. Consequently, the complainants cannot be held to fall within the definition of "allottee" under Section 2(d) of the Act. Once the complainants fail to establish their status as allottees, the reliefs sought under Section 18 of the Act, including refund, interest and compensation, are not maintainable before this Authority.

40. The silence of the MoU on such vital terms casts a grave doubt on the true nature of the transaction. It is difficult to accept that a genuine homebuyer, while parting with substantial sums of money would remain unconcerned

with essential stipulations such as timelines for possession, construction milestones, or facilities to be provided. The absence of these fundamental terms strongly indicates that the MoU was never intended to function as a builder buyer agreement but was in substance no more than a financial arrangement between the parties.

41. Moreover, it is a settled principle that in construing a contract, the decisive factor is not the nomenclature employed but the substance and intent of the parties. Tested on this touchstone, the present MoU being bereft of the fundamental attributes of an agreement for sale as contemplated under Section 13 of the Act cannot be elevated to the status of a binding builder buyer agreement.

42. The Hon'ble Supreme Court in *Civil Appeal No. 3826 of 2020 titled as* ***"Mansi Brar Fernandes v. Shubha Sharma and Anr"***, while examining the nature of agreements between developers and allottees, has dealt at length the distinction between a genuine homebuyer contract and a speculative or purely financial arrangement. The Court reiterated the principle laid down in *Pioneer Urban Land and Infrastructure Ltd. v. Union of India*, wherein a clear distinction was drawn between speculative investors and genuine homebuyers. The Hon'ble Apex Court observed as under:

> *"15.3 The decision of this Court in Pioneer Urban Land and Infrastructure Ltd v. Union of India (supra) drew a distinction between*

speculative investors and genuine homebuyers. The present case affords an opportunity to reinforce that distinction through a principled intelligible differentia."

The Hon'ble Supreme Court has clearly delineated the parameters for distinguishing a genuine homebuyer transaction from one that is purely financial in nature and unconnected with the intent of purchasing a residential unit. The following parameters were laid down to identify whether a person is a genuine homebuyer or a speculative investor:

"18.1. The determination of whether an allottee is a speculative investor depends on the facts of each case. The inquiry must be contextual and guided by the intent of the parties. Indicative factors include: (i) the nature and terms of the contract; (ii) the number of units purchased; (iii) presence of assured returns or buyback clauses; (iv) the stage of completion of the project at the time of investment; and (v) existence of alternative arrangements in lieu of possession. Possession of a dwelling unit remains the sine qua non of a genuine homebuyer's intent."

It is further added that "*Unlike financial markets – where speculation may sometimes serve a liquidity function – speculation in residential housing undermines stability, fairness, and the very object of housing development. Schemes of assured returns, compulsory buybacks, or excessive exit options are in truth financial derivatives masquerading as housing contracts."*

The court also stated that -

"Criteria to identify speculative investors

18.4. "Speculation" has been defined in P. Ramanatha Iyer's Law Lexicon (6th edition) as "a risky investment of money for the sake of and in expectation of unusually large profits". A "speculator" is "one who practices speculation in trade or business". Two elements emerge: (i) expectation of unusually high profits; and (ii) activity in the nature of business or trade. These elements accord with the ratio of Pioneer Urban, which described speculative investors as those seeking refund or profit without an intention to occupy.

18.4.1. In Duni Chand Rataria v. Bhuwalka Brothers Ltd. this Court considered the validity of an ordinance of the State of West Bengal prohibiting speculative transactions in the jute trade. A Constitution Bench (four Judges) held that constructive delivery by intermediate parties would be valid provided that it culminated in actual delivery to the end purchaser. The Court observed:

"The mate's receipts or the delivery orders as the case may be, represented the goods. The sellers handed over these documents to the buyers against cash payment.The constructive delivery of possession which was obtained by the intermediate parties was thus translated into a physical or manual

delivery of possession in the ultimate analysis eliminating the unnecessary process of each of the intermediate parties taking and in his turn giving actual delivery of possession of the goods."

Thus, where there is an actual chain of delivery ending with possession by a genuine buyer, the transaction is not speculative. Conversely, in the present context, where there is no intention to take possession, the onus to find another buyer and effect resale is cast on the developer. Delivery in such cases is more in the nature of a lien or an option. For a genuine allottee, however, delivery and possession are a sine qua non.

Applying the above decision of the Hon'ble Apex court, is amply clear that the complainants never intended to occupy the unit in question. With no timelines for delivery, no specifications and nothing containing to the delivery of unit, it was obvious that the contract was only a masquerade for a housing contract. It is clear that this arrangement is squarely covered by the above judgment of the Hon'ble Apex Court.

34. The complainant has further placed reliance upon the statement of account, annexed as Annexure P-2 of the complaint book in Complaint No. 121 of 2025, to contend that the same constitutes evidence of a valid allotment. This Authority has carefully examined the said statement of account. It is not in dispute that certain payments were made by the complainants to the

respondent. However, the complainants have failed to place on record any document whatsoever to establish that the said payments were made specifically towards consideration of an identified unit or plot in the project in question. The absence of any accompanying booking form, allotment letter, or builder buyer agreement makes it clear that this statement of account cannot be construed as evidencing a valid allotment under the Act.

35. Section 10 of the Indian Contract Act, 1872, clearly provides that all agreements are contracts only if they are made by the free consent of competent parties, for a lawful consideration and a lawful object, and are not expressly declared to be void. A valid builder–buyer agreement under the scheme of the RERA Act must necessarily reflect such essential elements of contract formation, in addition to incorporating vital particulars such as the description of the unit, the payment plan, timelines for possession, and the rights and obligations of both parties.

36. In view of the above, this Authority is of the considered opinion that the statement of account, though evidencing payments, cannot be elevated to the status of a binding agreement for sale, nor can they, in isolation, establish the complainants' legal character as "allottees" within the meaning of Section 2(d) of the Act.

37. Further, the complainants have failed to place on record any correspondence or communication, whether by way of email, letter or otherwise, addressed to the respondent enquiring about the status of allotment of any unit or seeking execution of a Buyer's Agreement. There is no material on record to demonstrate that the complainants ever demanded execution of a Plot Buyer's Agreement or pursued allotment of a specific unit in the project. The absence of any such contemporaneous communication is of material significance, as it fails to establish the intention of the complainants to enter into the project as purchasers in a real estate transaction governed by the Act. On the contrary, the silence on record corroborates the nature of the MoU as a collaboration or funding arrangement rather than a buyer–seller relationship envisaged under the RERA framework. These communications viewed cumulatively, dispel any doubt and fortify the conclusion of this Authority that the complainants never intended to act as allottees in the sense of Section 2(d) of the Act, but instead participated in what was in substance a financial arrangement. *In the absence of a lawful and binding document establishing allotment, the complainants have failed to establish their locus as "allottees" under Section 2(d) of the Act. Accordingly, this Authority is constrained to hold that the complainants reliefs cannot be granted by this Authority. The complainants can approach the appropriate forum.*

38. In view of aforesaid observations, this Authority is of the considered view that the complainants have failed to establish their status as "allottees" within the meaning of Section 2(d) of the Act. Accordingly, the complaints cannot be adjudicated upon by this Authority given the facts, the circumstances and the very clear judgments of the Hon'ble Apex Court.

39. The complaints accordingly stands **disposed**. File be consigned to the record room after uploading of the order on the website of the Authority.

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NADIM AKHTAR
[MEMBER]