

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

**Date of order: 09.01.2026**

<b>NAME OF THE PROMOTER</b>		<b>M/s Manish Buildwell Private Limited</b>	
<b>PROJECT NAME</b>		<b>Manish Gallexie91</b>	
<b>S. No.</b>	<b>Case No.</b>	<b>Case title</b>	<b>Appearance</b>
1.	CR/4245/2024	Amit Bhatia and Shweta Bhatia V/s M/s Manish Buildwell Private Limited	Jagdeep Kumar (Complainants) Garvit Gupta (Respondent)
2.	CR/4246/2024	Gaginder Singh Sondhi and Hardeep Kaur Sondhi V/s M/s Manish Buildwell Private Limited	Jagdeep Kumar (Complainants) Garvit Gupta (Respondent)
3.	CR/4252/2024	Hitesh Vaidya and Shweta Vaidya V/s M/s Manish Buildwell Private Limited	Jagdeep Kumar (Complainants) Garvit Gupta (Respondent)
4.	CR/4253/2024	Sanjay Sehgal V/s M/s Manish Buildwell Private Limited	Jagdeep Kumar (Complainant) Garvit Gupta (Respondent)

**CORAM:**

Arun Kumar

**Chairman**

**ORDER**

1. This order shall dispose of the 4 complaints titled above filed before this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, Manish Gallexie91, Sector-91, Gurugram, Haryana being developed by the respondent/promoter i.e., M/s Manish Buildwell Private Limited. The terms and conditions of the buyer's agreements fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking issuance of allotment letter, execution of BBA, handover of possession and payment of delay possession charges.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

<b>Project Name and Location</b>	<b>Manish Gallexie91, Sector-91, Gurugram</b>
<b>Project area</b>	3.725 acres
<b>DTCP License No.</b>	28 of 2009 dated 24.06.2009, Valid up to 23.06.2026
<b>RERA Registration</b>	Registered vide no. 382 of 2017 dated 12.12.2017  Valid up to 11.12.2022
<b>Possession Clause:</b> Not provided	
<b>Occupation Certificate:</b> Not obtained	

Sr. No	Complaint No., Case Title, and Date of filing of complaint	Date of execution of BBA	Unit No. and area	Due date of Possession	Total Sale Consideration / Total Amount paid by the complainant	Relief Sought
1.	CR/4245/ 2024 Amit Bhatia and Shweta Bhatia V/s M/s Manish Buildwell Private Limited <b>DOF:</b> 02.09.2024 <b>Reply Status:</b> 01.12.2025	Not executed	G-021, Ground Floor, admeasuring 302 sq. ft. [Page 91 of the complainant]	11.12.2022 (Project completion date as declared by the promoter while registering the project with the Authority)	Basic Sale Consideration: Rs.32,18,112/- (Page 42 of complaint) Amount Paid: - Rs.12,14,269/- (As admitted by the respondent at page 3 of reply)	Issuance of allotment letter, execution of BBA, handover of possession and payment of delay possession charges
2.	CR/4246/ 2024 Gaginder Singh Sondhi and Hardeep Kaur Sondhi V/s M/s Manish Buildwell Private Limited <b>DOF:</b> 02.09.2024 <b>Reply Status:</b> 01.12.2025	Not executed	G-022, Ground Floor, admeasuring 313 sq. ft. [Page 39 of the complainant]	11.12.2022 (Project completion date as declared by the promoter while registering the project with the Authority)	Basic Sale Consideration: Rs.33,86,660/- (Page 39 of complaint) Amount Paid: - Rs.13,25,346/- (As admitted by the respondent at page 3 of reply)	Issuance of allotment letter, execution of BBA, handover of possession and payment of delay possession charges
3.	CR/4252/ 2024 Hitesh Vaidya and Shweta Vaidya V/s M/s Manish Buildwell Private Limited	Not executed	G-21B, Ground Floor, admeasuring 313 sq. ft. [Page 77 of the	11.12.2022 (Project completion date as declared by the promoter while registering	Basic Sale Consideration: Rs.33,86,660/- (Page 3 of reply) Amount Paid: - Rs.13,25,474/- (as admitted by the respondent	Issuance of allotment letter, execution of BBA, handover of possession and payment of delay possession charges



	<b>DOF:</b> 02.09.2024  <b>Reply Status:</b> 01.12.2025		complainant]	g the project with the Authority )	at page 3 of reply)	
4.	CR/4253/ 2024  Sanjay Sehgal V/s M/s Manish Buildwell Private Limited  <b>DOF:</b> 02.09.2024  <b>Reply Status:</b> 01.12.2025	Not executed	G-22-A, Ground Floor, admeasuring 313 sq. ft. [Page 69 of the complainant]	11.12.202 2 (Project completio n date as declared by the promoter while registerin g the project with the Authority )	Basic Sale Consideration: Rs.33,27,190/- (Page 69 of complaint)  Amount Paid: - Rs.3,30,000/- (as admitted by the respondent at page 3 of reply)	Issuance of allotment letter, execution of BBA, handover of possession and payment of delay possession charges

4. The aforesaid complaints were filed by the complainant against the promoter on account of violation of the provisions of the Act for non-execution of BBA, non-issuance of allotment letter, handover of possession and payment of delay possession charges.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter /respondent in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case ***CR/4245/2024 titled as Amit Bhatia and Shweta Bhatia V/s M/s Manish Buildwell Private Limited*** are being taken into consideration for determining the rights of the allottee(s).

**A. Unit and project related details**

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

***CR/4245/2024 titled as Amit Bhatia and Shweta Bhatia V/s M/s  
Manish Buildwell Private Limited***

S. N.	Particulars	Details
1.	Name and location of the project	"Manish Gallexie91", Sector-91, Gurugram, Haryana
2.	Nature of the project	Commercial complex
3.	Project area	3.725 acres
4.	DTCP license	28 of 2009 dated 24.06.2009 Valid up to 23.06.2026 Licensed area- 3.73 acres
5.	RERA Registered & validity status	<b>Registered</b> vide no. 382 of 2017 dated 12.12.2017 Valid up to 11.12.2022
6.	Date of Welcome letter	24.08.2015 [Page 39 of complaint]
7.	BBA	Not executed
8.	Unit no.	G-021, Ground Floor, admeasuring 302 sq. ft. [Page 91 of the complaint]
9.	Due date of possession	11.12.2022 (Project completion date as declared by the promoter while registering the project with the Authority)
10.	Basic Sale Consideration	Rs.32,18,112/- (Page 42 of complaint)
11.	Amount paid by complainant	Rs.12,14,269/- (As admitted by the respondent at page 3 of reply)
12.	Occupation certificate	Not obtained
13.	Offer of possession	Not offered

**B. Facts of the complaint:**

8. The complainants have made the following submissions: -

- I. That somewhere in the mid of 2015, the respondent through its business development associate approached the complainant with an offer to invest and buy a retail space/commercial space in the proposed project of respondent namely "Manish Gallexie91" in Sector-91, Gurugram. On 24.04.2015, the complainant had a meeting with respondent's branch office where the respondent assured to the complainant that it will complete the said project by end of 2018 with the promised quality and specification and all leading banks are providing commercial loan to this project as all sanctions are duly obtained by the respondent. The complainant while relying upon those assurances and believing them to be true, booked a Retail Space Shop bearing no. G-021, Ground Floor, in the said project of the respondent measuring approximately super area of 302 sq.ft. Accordingly, the complainants have paid Rs.1,00,000/- through cheque bearing No 474062 dt 24/04/2015 as booking amount on 24/04/2015.
- II. That in the said application form, the price of the said shop was agreed at the rate of Rs. 9916/- per sq. ft. At the time of execution of the said application form, it was agreed and promised by the respondent that there shall be no change, amendment or variation in the area or sale price of the said shop from the area or the price committed by the respondent in the said application form or agreed otherwise.
- III. That as per the final discussion between the complainant & respondent the sale consideration for said shop was Rs.32,18,112/- exclusive of Service Tax and GST.

- IV. That the respondent issued the welcome letter dated August 24, 2015 for confirming the booking of retail space shop No. G-021, Road Facing Ground Floor, Gallexi91, Sector 91, Gurgaon, Haryana.
- V. That complainant made a further payment of Rs.3,00,000/- through cheque no 474065 dated 03.09.2015, payment of Rs.1,00,000/- through cheque no. 474070 dated 01.10.2015 & payment of Rs.2,50,000/- through cheque no. 000027 dated 14.07.2015 to complete the 20.73% payment towards the consideration value as per the payment plan.
- VI. That in the month of June 2016, respondent organized an 'get together' of all allottees of the project and informed all allottees in the meeting that respondent already executed the collaboration agreements of big FMCG brands, retails and restaurant chains. Respondent inform allottees that construction activities are going on in full swing and project will be deliver by end of year 2018 as promised by the respondent. Complainants get to know about other allottees in that meeting and to protect the common interest the allottees formed a group of 28 allottees.
- VII. That complainant made a further payment of Rs.1,50,000/- through cheque no. 000048 dated 11<sup>th</sup> November 2016, Rs.1,50,000/- through cash on 11<sup>th</sup> November 2016 and Rs.1,64,269/- through cheque no. dated 1<sup>st</sup> March 2017 on account next 10.36% of booking amount and 7.77% payment due on completion of Bhoomi Pujan as per the payment plan agreed between the parties.
- VIII. That the complainant has paid the entire due sale consideration along with applicable taxes to the respondent for the said commercial unit. As per the receipts issued by the respondent, the complainants have already paid Rs.12,14,269/- towards sale consideration and

applicable taxes as on today to the respondent as demanded time to time and now nothing is pending to be paid on the part of complainants. Although, the respondent not sharing the project development status and nor raising and further demands. Respondent issued a statement of account through email dated 10<sup>th</sup> April 2017 on the request of complainant.

- IX. That on 1st March 2017 respondent send two sets of buyer's agreement for signature of complainants. That on 17th March 2017, complainants visited the branch office of complainant to hand deliver the signed copies of buyer's agreement copies for further signature of respondent.
- X. That complainant doing the constant follow-up with respondent from 17<sup>th</sup> March 2017 to till date for obtaining the allotment letter and execution of BBA, but respondent never pay any heed to it, respondent giving false excuse in pretext of RERA Registration Certificate No. 382 of 2017 dt 12.12.2017 and mislead the complainant by stating that the allotment letter format and BBA format is under evaluation before the RERA Authority and only after obtaining the RERA Authority clearance, respondent can execute the BBA.
- XI. That the complainant had approached the respondent and its officers for inquiring the status of allotment letter, BBA, construction status and delivery of possession, but none had bothered to provide any satisfactory answer to the complainants about the completion and delivery said commercial unit. The complainant thereafter kept running from pillar to post asking for the delivery of his commercial unit but could not succeed in getting any reliable answer from respondent till date.

XII. That in the midst of 2020, the complainant started interaction with other allottees of the project and to the utter shock and surprise of the complainant, the extent of illegalities and forgeries and fraud committed by the respondent, which started unearthing were beyond imagination. Respondent sold the same shop to the multiple buyers, complainant come to know that various shops of 302 sq ft at ground floor were sold to multiple buyers. Shop no G-021 which was booked by the complainant was also sold to Mr. Hitesh Vaidya & Mrs. Shweta Vaidya and Shop no G-22 which was booked by Mr. Sanjay Sehgal was also sold to Mr. G S Sondhi & Mrs Hardeep Kaur Sondhi. Seeing these fraudulent acts of respondent all four allottees rush to the office of respondent to get the clarification from the respondent. Respondent informed all four allottees that the booking was taken in accordance with the initial layout of the project, but now due to revision of layout, front access was not possible, so respondent merge the front shops of 313 sq ft shop with the shops which are accessible from inside of the mall to make it 626 sq ft shop. So, the shop size of 313 sq ft were merged with the other shop of 302 sq ft which are accessible from inside of mall by removing the common wall between the front shop and shop inside the mall. Complainant show his resistance for any such modification layout before taking the due consent of allottees, but all efforts of complainant and other allottees went in vain, as the builder is in commanding position and allottees does not have any other option, but to agree with respondent to safeguard their common interest.

XIII. That the respondent assured the complainant and other allottees that the respondent will safeguard the interest of allottees if they all cooperate with respondent. Respondent inform all the four allottees

including complainant that due to changes the revised size for the shop will be 626 sq ft, which will be jointly allocated to two allottees of 313 sq ft shop & 302 sq ft shop. Respondent also assured that, once the BBA documents were approved by the RERA Authority the same will be executed with all allottees.

XIV. That the complainants and other allottees jointly sent an email on 1<sup>st</sup> August 2020 to register their concern with the respondent, that the respondent is creating anomaly by delaying the project on pretext of regulations and various other reason which are beyond the understanding of complainants.

XV. That the complainant and three other allottees constantly doing follow-ups with the respondent and waited for another one and half year till when the respondent called them for a joint meeting on 19<sup>th</sup> March 2022. Respondent proposed a procedure in the joint meeting, that all four unrelated allottees of four shop's including complainants need to sign the surrender form for their respective 302 sq ft shop's, post surrender of the presently booked 302 sq ft commercial unit, all four unrelated allottees of four different shops need to fill the fresh booking form at same old per sq ft rate/consideration value for two shops of 626 sq ft each in joint ownership of their choice. Respondent confirm that all payment paid till now by the complainant and other three unrelated allottees will be refund back to the respective allottees account and fresh demand was raised from new joint allottees in line with new construction link payment plan as per the status of construction. Consideration value will remain the same as per the previously booked prices. Complainants sent an email on 21 March 2022 to respondent to record the discussion held in meeting and to take every party on same loop, complainants request respondent to

correct or add any fact which is missing in the email and provide the acknowledgement from the managing director of the respondent company Mr. Manish, the email of complainants was duly acknowledge by Mr. Deepak Tuteja AVP – Customer Services on 22<sup>nd</sup> March 2022 and on 23<sup>rd</sup> March 2022 the Managing Director Mr. Manish acknowledge the email of complainants and show their assurance to act upon the procedure proposed by respondent.

XVI. That complainant and other three allottees send their respective transaction details through emails between 26<sup>th</sup> March 2022 to 29<sup>th</sup> March 2022 and seeking the acknowledgement from the respondent as most of allottees also made some payments through cash as instructed by the respondent, but Respondent did not respond to confirm the transactions through email to complainant and other allottee. Seeing the repeated default & fraudulent intent on part of respondent, allottees sent an email on 30<sup>th</sup> March 2022 and 2<sup>nd</sup> April 2022 to respondent that complainant is in no mood to surrender the shop as the respondent is willfully defaulting his commitments and not showing any willingness for resolving the issue in amicable manner which emerged before all allottees due to change in layout. Complainant point out the pending obligations of respondent in regards to the process of issuing allotment letter and BBA after incorporating the names of allottees in 626 sq ft shops, however all such requests fell on deaf ears.

XVII. That on 31<sup>st</sup> March 2022, to the utter shock and surprise of the complainant, respondent start sending the demand letters in the name of unrelated parties as joint allottees, without completing the process of merging of two shops of 313 sq ft each in 626 sq ft. Respondent again started the fraudulent activity by sending the a vague demand

letter which does not confirm the size of commercial unit and without taking the consent of two unrelated parties. Complainant and other three allottees namely ("Mr. Hitesh Vaidya & Mrs. Shweta Vaidya", Mr. G S Sondhi & Mrs Hardeep Kaur Sondhi", and "Mr. Sanjay Sehgal") opposed the illegal, unilateral & arbitrary decision of respondent. Through an joint email dated 6<sup>th</sup> April 2022, complainants and other allottees, made it clear to the respondent that each and every allottees have the original receipts and long trail of email communication with them to prove the fraudulent acts of the respondent, complainant also inform the respondent that all allottees already paid the 30% to 40% consideration value to the respondent and it should provide the allotment letter and BBA document as approved from the RERA Authority before raising the further demand towards the consideration value of respective commercial units.

- XVIII. That on 16<sup>th</sup> April 2022, complainant along with other allottees jointly send an email to respondent to clarify once again to provide the allotment and BBA documents, so that the complainants can also initiate the further payments. Complainant again emphasis that till the respondent will not handover the property document i.e. allotment letter and BBA, complainant will not pay any further payment to safeguard their interest. Complainants also request respondent to refrain from sending further demands till the allotment letter and BBA was not issued to complainants.
- XIX. That on 25<sup>th</sup> August 2022, complaint and other allottees jointly wrote an email to respondent to express their grievance and discomfort caused due to fraudulent act of respondent. Complainant made it clear to respondent on behalf of other three allottees as well, through his email that payment is ready with the complainants, but they all will

only disburse the payment after getting the RERA/DTCP approved BBA and allotment letter.

XX. That on 15<sup>th</sup> December 2022, complainant & other allottees jointly sent an email to apprise the respondent that it is not honoring his commitment even after providing the explicit confirmation vide email dated 23<sup>rd</sup> March 2022 to procedure proposed by the respondent himself for allocating the shop to in joint names of two unrelated parties. Complainant and other allottees clarify the respondent that the respondent cannot unilaterally cancel the units of allottees based on the documents which was only done to follow the instruction of respondent, and such threats of cancellation of commercial unit are illegal. Complainant & other allottees jointly inform the respondent through email dated 15<sup>th</sup> December 2022 that complainant would like to retain the shops and wants to resolve the issue amicably in preview of RERA laws and they all are awaiting the approved BBA from the respondent.

XXI. That on 9<sup>th</sup> May 2023, complainant and other allottees jointly sent an email to respondent to again give a reminder to respondent to issue RERA approved BBA and allotment letter. Complainant and other allottees jointly apprise the respondent that complainant not received any response from respondent's side on the issue of allotment letter and builder buyer's agreement. Complainants again express the willingness to retain the commercial units booked in year 2015. Complainants and other allottees awaiting the reply of respondent, but respondent never bothered to reply the emails of complainant and other allottees.

XXII. The complainant & other allottees jointly written multiple email correspondence on 09.02.2023, 10.02.2023, 15.02.2023, 18.02.2023,

22.02.2023 and 26.03.2023 requesting for the proper BBA which contains all the details regarding complainant's & other allottees booking and other vital details; however, all such requests fell on deaf ears.

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

9. The complainants have sought following relief(s):
  - I. Direct the respondents to issue allotment letter, execute BBA, handover of possession and to pay of delay possession charges.
10. 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 respondent**

11. The respondent has contested the complaint by filing reply on the following grounds: -
  - i. That the complainants, after checking the veracity of the project in question had applied for allotment of a commercial space vide a booking application form in 2015. It is further pertinent to mention herein that the unit G-21 admeasuring 313 sq. ft. of super area, booked by the complainants, formed part of a larger commercial space measuring approximately 600 sq. ft., comprising unit G-21 and unit G-21B (Front), each admeasuring 313 sq. ft. The complainants were fully aware, from the very inception and at the time of signing the booking application form, that unit G-21 and the adjoining unit G-21B together constituted one combined commercial space. The complainants were at all times aware of the contiguity and combined configuration of units G-21 and G-21B, as the said units together constituted a single larger commercial space of approximately 600 sq. ft., and it was at

their own request and convenience that separate application forms were issued for the two portions forming this combined area. The total sale consideration of the unit in question was agreed to be Rs. 32,97,236/- . The complainants agreed to be bound by the terms and conditions of booking application form. The complainants were aware and had admitted and accepted vide the said booking application form that they by the way of said application form had applied in the said project and had understood all the limitations and obligations after being provided with all the information and clarifications. The complainants were aware that all the payment demands towards the total sale consideration were to be demanded by the respondent strictly as per the agreed payment plan and only after being completely satisfied about the same, had made the booking with the respondent. Moreover, the complainants had also perused and signed the part of the application form which contained the payment plan which specifically stated the stage of payments.

- ii. That upon receipt of the booking application form duly submitted by the complainants in respect of the unit in question, the respondent issued a welcome letter dated 24.08.2015 to them, thereby acknowledging their application and confirming the terms applicable thereto. The complainants were under an obligation to make payments strictly as per the construction-linked payment plan, and in accordance therewith, the respondent raised demand notices corresponding to the respective stages of construction. The complainants, without any objection or demur, made payments strictly in line with the demands so raised by the respondent. It is further submitted that the complainants have, till date has paid an amount of Rs.12,14,269/- till the stage of "On-Bhoomi Poojan", to the

respondent. It is pertinent to mention herein that the complainant has falsely alleged that unit G-21 was sold to multiple buyers, including Mr. Hitesh Vaidya and Ms. Shweta Vaidya. This allegation is entirely misconceived and contrary to the record. The complainants, along with their close relatives/associates Mr. Hitesh Vaidya and Ms. Shweta Vaidya (Former allottees of G-21B), Mr. Gaginder Singh Sondhi & Mrs. Hardeep Kaur Sondhi (Former allottees of G 22) and Mr. Sanjay Sehgal (Former allottee of G-22A), had jointly approached the respondent for commercial spaces within the project, and the units allotted to them were segregated but contiguous, forming part of a combined commercial space. This is evident from their own duly signed Booking Application Forms, wherein Amit Bhatia and Shweta Bhatia were allotted Unit G-21, while their relatives Mr. Hitesh Vaidya and Ms. Shweta Vaidya, were allotted Unit G-21B (Front). These allocations were made openly, transparently, and with full knowledge and consent of all applicants. Had there been any unilateral merger or interference with their units, the complainants and their associates who were regularly exchanging numerous emails with the respondent would certainly have objected, raised concerns, or recorded their protest at any stage. Significantly, no such email or objection has been placed on record by the complainants or their relatives. The present allegation is therefore a belated, concocted story, fabricated in collusion with their relatives/friends solely to create confusion, mislead this Authority, and portray the respondent in a bad light.

- iii. That the complainants and another allottee of the project Hitesh Vaidya who himself had 313 sq. ft. unit in the project of the respondent are close friends/relatives and were acting in complete coordination with one another in relation to their respective units in the project of

the respondent, and decided to surrender their respective units and merge them into a larger unit of approximately 641 sq. ft. It is pertinent to mention that the complainants' own email dated 21.03.2022, marked in CC to their close friend/relative Hitesh Vaidya, unequivocally records that the complainants and Hitesh Vaidya had amicably and voluntarily decided to surrender their existing units and merge the same into a larger consolidated unit admeasuring approximately 641 sq. ft. The said email expressly set out the process for surrendering both units and clearly conveyed their intention to submit a fresh application form for the newly proposed merged unit, wherein the complainants and Hitesh Vaidya were to be co-applicants. In response to the aforesaid email, the respondent, vide its email dated 22.03.2022, requested the complainants to confirm the date on which they would visit the respondent's office to complete the formalities of surrender and execution of the new booking documents. This shows that the respondent acted strictly on the express instructions and voluntary decision of the complainants and Hitesh Vaidya, without any inducement, pressure or suggestion from the respondent's side. The complainants themselves confirmed their readiness to visit the office and to sign the new application forms vide their email dated 22.03.2022, thereby reaffirming that the decision to shift to the merged unit was their own deliberate choice. Most importantly, the respondent, vide an email dated 22.03.2022, furnished to the complainants a copy of the new booking application form that was required to be executed by both the complainants as well as Hitesh Vaidya for allotment of the larger merged unit in replacement of the earlier surrendered units. This clearly demonstrates that the respondent, in good faith and solely on their request, facilitated the

process for the new booking as desired by the complainants and their close associate. At no point did the respondent initiate or compel the change; the respondent merely complied with the complainants' own expressed intention to obtain a single merged unit.

iv. That even the subsequent correspondence exchanged by the complainants substantiates beyond doubt their unequivocal intention to voluntarily surrender the originally allotted units and to apply afresh for a larger merged unit. Specifically, the complainants' email dated 26.03.2022, addressed to the respondent and marked in CC to their close associate Hitesh Vaidya, clearly records the aggregate amount paid by the complainants towards their earlier allotment and expressly requests that the proposed new booking be honoured at the same price parameters as the earlier units. The tone, language, and content of the said email demonstrate that the complainants were not only aware of the surrender and re-booking process, but were actively negotiating and confirming terms for the new larger unit of approximately 600 sq. ft. in complete consensus with their associate. The aforesaid communication further fortifies the respondent's consistent position that the entire arrangement was mutually discussed and amicably arrived at between the complainants and their close associate/relative, namely Hitesh Vaidya, who was also intended to be a co-applicant in the proposed merged unit. Thus, the decision to surrender the existing units was not taken at the behest of the respondent, nor was it prompted by any alleged deficiency on the part of the respondent. Rather, it was a deliberate and voluntary choice of the complainants, guided by their personal relationship and coordinated decision with their associate to secure a larger unit that suited their joint requirement. Very importantly, the complainants'

insistence in the said email that the new booking should be "in line with the old prices" unequivocally confirms that they were treating the earlier units as surrendered and were negotiating afresh for a new booking on mutually agreeable terms. Pursuant to the internal discussions held between the complainants and their close associate, Hitesh Vaidya, regarding the surrender of their respective units and the fresh booking of a larger merged unit admeasuring approximately 600 sq. ft. of super area, a meeting was convened wherein the complainants categorically informed the respondent that the duly signed new booking application form for the proposed new unit bearing the signatures of both the complainants and Hitesh Vaidya would be submitted in due course. In the meantime, and strictly in continuation of the earlier agreed internal arrangement between the complainants and Hitesh Vaidya, the respondent issued a demand letter dated 31.03.2022, corresponding to the construction stage of casting of the first basement. The said demand was raised in consonance with the previous payments made and keeping in mind the contemplated adjustment of the amounts earlier paid by the complainants and Hitesh Vaidya. However, despite the agreement and their own internal arrangement, neither the complainants nor Hitesh Vaidya made any payment against the said demand. Subsequently, after receiving the above demand letter, the complainants submitted a booking application form for a new unit bearing No. G021, Ground Floor, admeasuring 603 sq. ft. super area, with three applicants, namely: Applicant 1, Amit Bhatia, Applicant 2, Hitesh Vaidya, and Applicant 3, Shweta Vaidya. However, the said application was defective, incomplete, and legally untenable as it bore only the signature of Applicant 1, Mr. Amit Bhatia, and was not executed by the

other two intended co-applicants. Upon receipt of this incomplete application, the respondent promptly approached the complainants seeking rectification; however, in a shocking and evasive manner, instead of addressing the respondent's genuine concerns regarding the incomplete application, the complainants vide their email dated 06.04.2022 chose to dispute the demand letter dated 31.03.2022, alleging that the said demand was raised in the name of Amit Bhatia and Hitesh Vaidya. The complainants, in making such objection, conveniently ignored the fact that it was they themselves who had initiated, proposed, and pursued the very arrangement for merging the units and undertaking a fresh booking jointly with Hitesh Vaidya. It is important to mention herein that if Amit Bhatia had any issue with Hitesh Vaidya being a co-allottee or his name being mentioned in the demand letter dated 31.03.2022, he would not have in first place signed the new Application form which clearly mentioned the name of Hitesh Vaidya and would not have supplied self-attested copy of the Aadhar Card of Hitesh Vaidya. It is pertinent to mention herein that, in a rather strange and inconsistent manner, the complainants once again, vide their email dated 03.05.2022, reiterated and re-defined the very process of cancellation that they themselves wished to be followed, and even marked their close associate, Hitesh Vaidya, in CC so that he could review the proposed cancellation process. In response thereto, the authorized representative of the respondent Company, through its email dated 03.05.2022, duly informed the CRM Team that the process as outlined by the complainants would be followed in accordance with their request. Consequent to the above, and fully in continuation of their own repeated intent to surrender and cancel the earlier booking, the complainants, vide their unequivocal letter dated

14.05.2022, formally cancelled the booking of the unit in question and expressly stated that they wished to cancel the booking of their unit. The said communication leaves no ambiguity whatsoever that the complainants had voluntarily, consciously, and repeatedly opted to surrender and cancel the unit in question, and that the respondent merely acted upon the very cancellation process initiated and insisted upon by the complainants themselves. To the utmost shock and surprise of the respondent, the complainants abruptly informed the respondent that they would no longer be proceeding with the internal arrangement mutually devised by them and their close associate, Hitesh Vaidya, for surrendering their respective units and booking a larger merged unit. The complainants further stated that they now wished to retain their originally allotted unit solely on the pretext that Hitesh Vaidya was no longer confident or agreeable to the internal arrangement. In a further display of complete inconsistency, the complainants, in the very same communication, informed the respondent that they now intended to introduce a new individual, namely Sanjay Sehgal, as the proposed co-applicant for a bigger unit, who had also booked a unit in the project of the respondent. It is important to mention herein that Sanjay Sehgal like Hitesh Vaidya is the close relative/family friend of the complainants. Such abrupt and unilateral changes by the complainants, after repeatedly initiating the surrender process and after inducing the respondent to act on their representations, clearly demonstrate that the confusion and indecision was entirely internal to the complainants and their associates, and the respondent cannot be faulted for any consequences arising therefrom. Subsequently, complainant No. 1 i.e. Amit Bhatia, along with his close associate Sanjay Sehgal, executed and duly

submitted a fresh booking application form to the respondent for unit No. G-21, the very same unit number that had originally been allotted to the complainants, now admeasuring 641 sq. ft. of super area, for a total sale consideration of Rs.68,84,340/- . The said application form was duly signed by both applicants, unequivocally demonstrating their conscious and voluntary intention to substitute their earlier internal arrangement with a new booking structure wherein Amit Bhatia and Sanjay Sehgal would be the co-applicants. It is pertinent to mention that this new application form, duly executed and submitted, also reflected the fact that the area stood enhanced to 641 sq. ft. on account of the merger of Sanjay Sehgal's unit. The said act of signing of the new application form pertaining to 641 sq. ft of super area amounts to execution of a de-novo contract between the complainants, Sanjay Sehgal and the respondent. Since, the new application form was signed on 02.09.2022, the due date of possession is 02.09.2025. This sequence of events unequivocally establishes that the complainants are now seeking to assert rights over a unit that no longer exists in their favour, having themselves surrendered and extinguished their rights thereto. The only subsisting and valid unit in the records of the respondent is Unit No. G-21 measuring 641 sq. ft., standing in the names of Amit Bhatia and Sanjay Sehgal. Very Importantly, the complainants have placed reliance upon email dated 30.03.2022 wherein they purportedly expressed an intention to retain their original unit and not proceed with the surrender. However, it is pertinent to mention herein that the said email stands completely superseded and rendered irrelevant by the complainants' own subsequent and unequivocal actions. Even after 30.03.2022, the complainants themselves issued a formal surrender letter dated

14.05.2022, expressly cancelling the booking of the original unit. Not only this, but complainant No. 1, Amit Bhatia, along with his associate, Sanjay Sehgal, executed and submitted a fresh booking application form on 02.09.2022 for a new merged unit measuring 641 sq. ft., thereby conclusively abandoning and extinguishing any claim over the earlier allotted unit. Thereafter, on their own whims and fancies, the complainants sent an email dated 15.12.2022 abruptly stating that they no longer wished to proceed with the surrender and now desired to retain their shop. The complainants repeated this erratic conduct by again sending a similar email on 09.05.2023. Such contradictory, inconsistent, and self-serving communications were issued solely to exert unwarranted pressure upon the respondent. The entire confusion in respect of the so-called internal arrangements has been created exclusively by the complainants themselves, and the respondent cannot, by any stretch of imagination, be held liable for actions or reversals of decision that the respondents neither initiated nor encouraged.

12. 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 those undisputed documents and submissions made by the parties.

#### **E. Maintainability of complaint**

13. The Authority observes that the present complaint is based on some payment receipts which have been given to the complainants on account of booking amount towards the unit in question and as per record, neither any formal allotment regarding the said unit has been made in favour of the complainants nor any buyer's agreement has been executed between them till date. Thus, the transaction between

the parties never progressed beyond the stage of booking and did not culminate into allotment of any plot, apartment or building.

14. The counsel for the respondent vide its reply has submitted that the complainants themselves never submitted the signed BBA and has voluntarily surrendered the unit in question on 14.05.2022 and signed a new booking application form for a larger unit, thereby extinguishing any contractual rights or obligations pertaining to the said shop. As such the complainants are not covered in the definition of an allottee and the present complaint is not maintainable hence the same may be dismissed on that ground. However, before examining the merits of the case, it is necessary to determine whether the complainants fall within the definition of allottee or not under the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

*"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."*

15. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no allotment of any unit was ever made in favour of the complainants. Mere payment of booking amount and issuance of payment receipts against the same, in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainants.

16. This Authority further observes that for a legally enforceable contract to come into existence, there must be consensus ad idem on essential terms such as identification of the unit, consideration, payment schedule, rights and obligations of the parties which are ordinarily

crystallized through an allotment letter and agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.

17. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainants relating to handover of possession and payment of delay possession charges pursuant to payment receipts, falls outside the scope and jurisdiction of this Authority under the RERA Act, 2016.
18. In view of the above facts and circumstances, this Authority holds that the complainants do not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Consequently, the present complaint is not maintainable under the provisions of the Act and is accordingly dismissed with liberty to the complainants to avail appropriate remedies in accordance with law before the competent forum.
19. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
20. Complaints as well as applications, if any, stands disposed of accordingly.
21. Files be consigned to the registry.



**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.01.2026