

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

Complaint no. :	6295 of 2024
Date of filing the complaint	09.01.2025
Date of decision:	16.12.2025

Vikas Buildhome Private Limited R/O: 907, Pearls Business Park Netaji Subhash Place, New Delhi-110034	Complainant
Versus	
M/s Orris Infrastructures Private Limited Regd. Office at: J-10/5 Dlf Pahse -2, MG Road, Gurugram, Haryana	Respondent

CORAM:	
Arun Kumar	Chairman
Phool Singh Saini	Member
APPEARANCE:	
Kaushal Budhia (Advocate)	Complainant
Charu Rustagi (Advocate)	Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions

under the provisions of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S.N.	Particulars	Details
1.	Name of the project	"Woodview Residencies"
2.	Location of the project	Sector-89 & 90, Gurugram, Haryana
3.	Project area	114.506 Acres
4.	Nature of the project	Residential Plotted Colony
5.	DTCP license no. and validity status	59 of 2013 dated 17.07.2013 (For 101.081 Acres) 115 of 2019 dated 12.09.2019 (For 13.425 Acres)
6.	RERA Registered/ not registered	Registered 34 of 2020 dated 06.10.2020 Valid up to 15.07.2023
7.	Date of execution of Agreement	07.04.2011 For 3060 sq. yds. between complainant and respondent (At page 40-47 of complaint)
8.	Clause w.r.t allotment of plot with size after grant of license	(6) The First party shall reserve plot(s) for the second party to be allotted after grant of license in the category of sizes and preferential location as may be possible/available in the residential colony to be developed by the first party the size of the plots shall be

		tentatively 240 (Two). 300 (one), 360 (three) and 400 (three) sr. yds. (as per agreement at page 43-44 of complaint)
9.	Purchase of unit/ plot from other allottee by complainant	24.09.2012 For 650 sq. yds. between complainant and Tarlok Chand (At page 48-54 of complaint)
		01.10.2012 For 650 sq. yds. between complainant and Ankit Jain (At page 55-58 of complaint)
10.	Possession clause	NA
11.	Due date of possession	NA
12.	Buy-Back Agreement	05.04.2016 (For purchase of area admeasuring 2950 sq. yds. out of total area 4360 sq. yds. against the sum of Rs.68,00,000/-, as mentioned below: 1. 1650 sq. yds. out of 3060 sq. yds. 2. 650 sq. yds. of Tarlok Chand Share 3. 650 sq. yds. of Ankit Jain Share (As per page no. 61-64 of complaint)
13.	Total sale consideration	Cannot be ascertained
14.	Amount paid by the complainants	Rs.2,09,74,000/- (As alleged in complaint at page 29 of complaint)
16.	Occupation certificate	13.08.2025, 06.11.2025 (As per the website of the DTCP)
17.	Offer of possession	Not offered

B. Facts of the complainant:

3. The complainant has made the following submissions: -

- I. That the complainant is a private limited company, engaged in the business of sale purchase of the properties. The complainant with intention to purchase the properties at Gurugram, met with respondent through its directors, wherein respondent's directors represented to complainant that respondent had already acquired approx. 100 acre agricultural land in Sector 89-90 Gurugram in its own name and its associates companies/persons and are in process to acquire/consolidate more agriculture land for the development of residential plotted colony at Sector-89 and 90, Gurugram and respondent along with its associates has already applied with Authority (DTCP, Chandigarh) for grant of License for development of residential plotted colony / township project for the acquired land of 100 acre and respondent will shortly receive the letter of intent and thereafter license for the development of residential plotted colony/township project.
- II. That the respondent further lured/induced the complainant for contribution of its hard-earned money in the proposed residential plotted colony project at Sector-89 and 90 with assurance/commitment to issue the allotment letter and execute the standard plot buyer agreement as and when respondent receive the license from the Authority. The respondent offered the total price of plot of land @ Rs. 18,339/- per sq. yds. including EDC, IDC.
- III. That when the complainant enquired about the time period of possession, the respondent further represented to the complainant that development of colony/township project i.e., laying of road, sewer

line, water lines, electricity, green area, common area etc. will take at-least 3-4 year upon receipt of license and accordingly, the possession of developed Plots of land will be offered/handed over to complainant within a period of 4 year from the date of grant of license by DTCP, Chandigarh. On believing the representation /assurance /commitment made by respondent, the complainant had agreed to contribute its hard-earned money to purchase the land in proposed residential plotted/township project of respondent at Gurugram

- IV. That the agreement dated 07.04.2011 was executed between complainant and the respondent for purchase of land ad-measuring 3060 sq. yds. @ Rs.12,799/- per sq. yds. (for consideration of Rs.3,91,64,940/- (including EDC, IDC & excluding registration charges, stamp duty) in residential plotted colony/township to be developed by the respondent at Gurugram on the terms and condition mentioned thereon. The complainant had paid the amount of Rs.78,00,000/- to respondent and the same was acknowledged by the respondent in the said agreement. The complainant had agreed to pay the balance amount as per payment schedule attached with said agreement.
- V. That under the agreement dated 07.04.2011, the respondent in consideration of payment received from complainant had agreed to reserve the allotment of 3060 sq. yds. (2558.54 sq. mtrs) developed residential area in the form of plots in favour of complainant upon receipt of approval/license for development of the project from the Authority and the size of plots shall be tentatively 240, 300, 360, 400 sq. yds. That under Clause 9 of said agreement, it was further agreed by the respondent that after receipt of license, complainant shall be entitled to get the allotment of plots as agreed in its favour or in favour

of its nominee in lieu of its contribution towards purchase of raw land in the proposed colony.

- VI. That it is agreed by the respondent that after receipt of amount of Rs. 78,00,000/- as mentioned in para-2 of agreement, the complainant shall pay the balance consideration amount as per payment plan annexed with said agreement.

1.	<i>At the time of issue of LOI</i>	<i>50% of EDC and IDC</i>
2.	<i>At the time of issuance of Allotment letter</i>	<i>10% of Investment + 50% of PLC</i>
3.	<i>Within 90 days from the date of Allotment Letter</i>	<i>10% of Investment and 25% of EDC & IDC and 25% of PLC</i>
4.	<i>Within 180 days from the date of Allotment Letter</i>	<i>10% of Investment</i>
5.	<i>Within 270 days from the date of Allotment Letter</i>	<i>10% of Investment</i>
6.	<i>At the time of offering Possession</i>	<i>10% of Investment+ 25% of EDC, IDC, PLC and any other charges as applicable</i>

However, inspite of issued the letter of Intent and other approval including license by the Authority for the aforesaid township project/colony, the respondent has neither informed to complainant about the same nor issued the allotment letter and standard plot buyer agreement to the complainant.

- VII. That on 24.09.2012, the complainant had purchased 650 sq. yds. in Open Market from Mr. Tarlok Chand, who had purchased said 650 sq. yds. area directly from respondent as original allottee vide agreement dated 23.04.2011 executed with respondent. On 01.10.2012, the complainant had purchased further 650 sq. yds. Area from Mr. Ankit

Jain, who being the nominee of original allottee Mrs Reeta Rohatagi had purchased the said 650 sq. yds. area from respondent vide agreement dated 23.04.2011 executed with respondent. As such, on October, 2012, the complainant has purchased total area of 3060 sq.yds.+650 sq. yds.+650 sq. yds=4360 sq. yds. in the residential township project to be developed by respondent in Gurugram.

- VIII. That on 16.07.2013, the respondent in collaboration with its subsidiary companies/associates had obtained the License No. 59 of 2013 for development of residential plotted colony situated at Village Hayatpur and Badha at Sector-89 and 90, Gurugram for land admeasuring 101.081 Acre from Director, Town and Country Planning, Chandigarh. That upon receipt of License, the respondent marketed and launched the said residential plotted colony in the name and style of "woodview residencies" Sector-89 and 90 and started the development work in terms of License granted by Authority. However, as agreed under the agreement dated 07.04.2011, the respondent has not only failed to issue the allotment letters of residential plots of agreed sizes but also failed to provide the standard plot buyer agreements to complainant to enjoy the rights of an allottee in the project.
- IX. That on 05.04.2016, a buyback cum surrender agreement was executed between the parties, wherein the respondent had agreed to buy back and complainant had agreed to surrender the area of 2950 sq. yds. in favour of respondent against the consideration of Rs. 68,00,000/-. The surrendered land area of 2950 sq. yds. include 1650 sq. yds. area out of 3060 sq. yds. land area under the agreement dated 07.04.2011 executed between complainant and respondent and 1300

sq. yds. (650+ 650) sq. yds. of land area respectively under the agreement dated 24.09.2012 and 01.10.2012 executed with Tarlok Chand and Ankit jain respectively. Pursuant to surrender of 1650 sq. yds. land area under the agreement dated 07.04.2011 of land area 3060 sq. yds. it was agreed between the parties that the value of agreement dated 07.04.2011 shall be treated and read for balance area of 1410 sq. yds. instead of 3060 sq. yds. Under clause 5 of said agreement dated 07.04.2011 and rest terms and condition of agreement dated 07.04.2011 will remain same. As such, the total consideration value of balance land of 1410 sq. yds. under the agreement dated 07.04.2011 comes to Rs.2,58,57,990/-@ Rs. 18,339/- per sq. yds. inclusive of edc, idc.

- X. That the respondent is required to compulsory register the said "ongoing project" with RERA Authority, Gurugram within a period of 3 months i.e. up to 31.07.2017. However, the respondent has not applied for Registration of said Real Estate Project with RERA Authority, Gurugram within a period of three month in violation of Section 3 of RERA Act, 2016. The respondent in collaboration with its subsidiary companies/associates had obtained another License No.115 of 2019 dated 12.09.2021 for development of residential plotted colony situated at Village Hayatpur Sector-89 Gurugram for additional land ad-measuring 13.425. That upon receipt of License for additional land, the total Project land under the said Real Estate Project is $101.81+13.425=114.506$ Acre.
- XI. That the Hon'ble RERA Authority Gurugram issued a show-cause notice to respondent in 2019 for not registering their "ongoing" Projects namely wood view Residencies in Sector 89-90 with

directions that why the penalty of Rs 75 crore should not be imposed for non-registration of the said real estate project under the provisions of RERA Act, 2016. Thereafter respondent applied on 16.06.2020 for registration of said real estate project with RERA Authority, Gurugram as "Ongoing Project" vide Temp Project ID: RERA-GRG-PROJ-640-2020. The Authority, has issued the RERA Registration Certificate No. 34 dated 06.10.2020 in favour of the respondent for the overall development and sale of residential plotted colony in the name & style "woodview residencies" Sector-89 and 90, Gurugram, being developed by respondent on total land measuring 114.506 acre comprising of total 1007 residential plots in block a, b, c, d, e, f, g in the said real estate project subject to respondent complied with the terms and condition mentioned in the registration certificate as well compliance the terms and condition of RERA Act 2016, Rules, 2017 and Regulations made by Authority from time to time and respondent shall not contravention any provisions of RERA Act, Rules and other applicable local provisions for the time being in force applicable for the said real estate project.

- XII. That the complainant repeatedly requested and conducted number of meetings with respondent at his office at Gurugram to resolve the matter by issuing the allotment letters for balance final area of 1410 sq. yds. in terms of agreement dated 07.04.2011 read with agreement dated 05.04.2016 because as per agreement dated 07.04.2011 read with payment Schedule, further instalment of payment was subject to issuing of allotment letter, However, respondent instead of issuing the allotment letter, coerced the complainant in to making the further payment in order to avoid cancellation of allotment and accordingly,

the complainant has made further payment of Rs.1,72,00,000/- through various Online RTGS transfers from the period of 19.08.2021 to 09.09.2021 and also made TDS payment of Rs.1,74,000/- to respondent to get the allotment of aforementioned plots of land measuring 1410 sq. yds. in the said real estate project. Copy of Bank Certificate issued by the Banker of Complainant, certify the transfer of amount of Rs.1,72,00,000/- vide RTGS has been transferred online in the Account No. 307301010014432 of Orris Infrastructure Pvt. Ltd. from the period of 19.08.2021 to 09.09.2021 and TDS Certificates of payment of Rs. 1,74,000/-.

- XIII. That the license dated 16.07.2013 granted by Authority in favour of respondent for development of residential plotted colony/said real Estate Project was valid till 15.07.2017 and as per license condition, the respondent has to complete the development of project i.e laying of road, sewer line, water lines, electricity, green area, common area etc. and handover the developed plots to customers including the complainant in the said project within the validity period of license i.e up to by 15.07.2017. as such, in absence of allotment letter/plot buyer agreement on the part of respondent, the deemed due date of possession of said balance area of 1410 sq. yds. comes to 15.07.2017.
- XIV. That after paying the huge consideration amount of Rs. 2,09,74,000/- towards allotment of residential plots ad-measuring 1410 sq. yds, the complainant has been constantly follow-up with the respondent for allotment/possession of agreed size of residential plots in the said residential plotted project in terms of agreement dated 07.04.2011 read with agreement dated 05.04.2016, however even after expiry of more than 11 year of receipt of license, the respondent has failed to

issue the allotment letter and standard plot buyer agreement in favour of complainant.

- XV. That from the conduct of respondent, it appears that the respondent has neither the intention to fulfil its obligation under the agreement dated 07.04.2011 read with agreement dated 05.04.2016 nor intention to fulfil its obligation towards its allottee under the provision of RERA Act, 2016 even after obtaining huge consideration amount from the complainant. It has come to the knowledge of the complainant through press release dated 03.12.2024 issued by ed, wherein ed has taken action against the respondent under the provision of PMLA Act, 2002 for committing the offence of cheating, fraud and criminal breach of trust with its customer/investor in one of group housing project of respondent located at Sector-89, Gurugram, wherein the respondent has failed to complete the project and deliver the property to the buyers.
- XVI. That the respondent is liable to compensate the complainant for the hardship caused in addition to delay compensation for handing over the developed agreed size of residential plot area admeasuring 1410 sq. yard. The respondent has failed to perform his part of contract as undertaken in the agreement dated 07.04.2011 read with surrender cum buy back agreement dated 05.04.2016, which was to be mandatorily performed by the respondent after receipt of license dated 16.07.2013 and such act of omission on the part of respondent has caused grave monetary loss and mental agony to the complainant.
- XVII. That in view of the facts and circumstances of the present case respondent is liable to handover the possession of agreed size of plots area admeasuring 1410 sq.yds. and to pay interest for every month of

delay w.e.f due date of possession till handing over the physical possession of plot in furtherance of proviso to Clause 18(1) of the Act. The respondent has not executed the agreement for sale. As such, the due date of Possession of 4 year will be taken as 15.07.2017 w.e.f. the date of grant of license i.e 15.07.2013. It is pertinent to mention herein that there is delay of more than 7 years on the part of the respondent in offering the possession of agreed size of plots area to the complainant.

C. Relief sought by the complainant:

4. The complainants have sought following relief(s):

- I. Direct the respondent to issue the allotment letters for specific number/ size of residential plots for total plot admeasuring 1410 sq. yds. in the residential plotted colony/ township "woodview residencies" Sector-89 and 90, Gurugram in favour of complainant and thereafter execute the standard plot buyer's agreements with complainant as per format prescribed under RERA norms.
- II. Direct the respondent to handover the physical possession of specific plot numbers of agreed size for total plots admeasuring 1410 sq. yds. and execute the conveyance deed/sale deed in favor of complainant in real estate project "Woodview Residence-Sector-88-89, Gurugram.
- III. Direct the respondent to pay the interest on deposited amount of Rs.2,09,74,000/- at the prescribed rate 11% p.a. for every month for delay in possession from the due date i.e., 15.07.2017 till the date of offer of possession plus 2 months after obtaining completion certificate from Authority or actual handing over the possession, whichever is earlier in accordance with the proviso to section 18(1) of

the Real Estate Regulation and Development Act, 2016 read with rules 15 of Rule, 2017

- IV. Direct the respondent to pay the amount of Rs.3,00,000/- towards litigation cost to the complainant.
- V. To take action against respondent for not executing the standard plot buyer agreement/agreement for sale as per RERA norms with complainant in violation of condition no.2 of RERA registration of project issued by Authority and punish the respondent as per Section 61 of RERA Act, 2016 by imposing the penalty up to five percent of the cost of said real estate project.

D. Reply by respondent:

5. The respondent by way of written reply made following submissions: -
 - i. That as per investor agreement dated 07.04.2011 which is marked as annexure c-2 filed by the complainant along with the complaint, clause (c) on page 42 and subsequent clause (1) on page 42 specifies that the complainant is merely an investor who had expressed its desire to purchase undeveloped agriculture land in the name of the answering respondent for which the complainant aided and contributed in the generation of the funds for the purchase of 1650 sq. yards. Further, as per the investment agreement dated 05.04.2016 which is marked as annexure c-6 filed by the complainant along with the complaint, clause (1) on page 62 specifies that the complainant had surrendered its rights and title over a total of 2950 sq. yards which is inclusive of the above mentioned 1650 sq. yards along with other lands acquired by the complainant in favour of the answering respondent after receiving a payment of Rs. 68,00,000/- from the answering respondent.

- ii. That the clauses of the investor agreement specifies that there shall be allotment of plots after the approvals and licences and thus, the said fact is clear from the 2011, investment agreement, since there is no allotment or builder buyer agreement and rather only a term and condition defined for an investor, it is to be noted that per se, no allotment or provisional allotment or builder buyer agreement was to be signed and rather complainant company being an investor provided financial assistance to respondent in aggregating land for prospective projects as a collaborator/ contributor.
- iii. That according to the oxford learner's dictionaries, an "investor" is a person or organization that invests money in something, typically with the expectation of financial gain. This definition highlights the core concept of putting capital at risk with the hope of future returns or advantages and in the present case, the complainant/ investor is merely trying to withdraw itself from the partnership/ collaboration between the complainant and the respondent and therefore, has filed the present frivolous and misleading complaint against the respondent. The complainant herein in the present complaint does not fall under the category of "allottee" as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 .As per the definition an allottee, someone to whom a property in a real estate project has been allotted, sold or transferred by the promoter, wherein, in the present case the complainant have failed to produce even a single document which can determine :application form , allotment , name and location of the project, agreement/ buyers agreement/ memorandum of agreement defining the terms of allotment, etc

- iv. That, furthermore, the complainant cannot hold answering respondent liable for anything as per doctrine of privity of a contract as there is no agreement/ communication/ arrangement between the complainant and the answering respondent for the project "woodview residencies" as alleged by the complainant.
- v. That as on date the complainant company owe nothing from the respondent which is very much evident from the documents which have been annexed by the complainant and the complaint should be dismissed as the complainant do not have any locus in filing the present complaint before the hon'ble authority and is wasting precious judicial time by unnecessarily dragging the respondent into the present frivolous litigation.
- vi. That the advances and the agreements were executed between the complainant and the respondent in the years 2011 and 2016 and the same stands settled between the complainant and the respondent, and such investment agreements were executed before the existence of the Real Estate (Regulation and Development) Act, 2016. The acquiring of the undeveloped agricultural land which was made by the complainant was done not for the purpose of acquiring for allotment or for residential as per the definition of an "*allottee*" but was done for the purpose of investment so that the complainant could acquire the undeveloped agricultural land in order to either further develop or re-sell thereby making the complainant a "*promoter*" / "*investor*" and not an "*allottee*" as per the definitions and the provisions prescribed under the Real Estate (Regulation and Development) Act, 2016 and therefore, the complainant company had contributed/ collaborated

- with the respondent for the purchase of undeveloped agricultural land.
- vii. That it humbly submitted that the Complainant herein in the present complaint does fall under the category of "PROMOTER" as per Section 2(zk) of the Real Estate (Regulation and Development) Act, 2016 . Since the complainant wanted to acquire undeveloped agricultural land, the Hon'ble Authority has the jurisdiction to only deal with matters pertaining to "REAL ESTATE PROJECTS" which are defined under Section 2 (zn) of the Real Estate (Regulation and Development) Act, 2016 .
- viii. That it is further submitted that in the case of individuals or developers selling undeveloped agricultural land that is not part of a larger development plan (i.e., land that is being sold as-is without any promises of infrastructure or construction), RERA registration is not necessary. If the sale involves simply transferring the ownership of a plot without any future development guarantees, it does not come under the purview of RERA. Undeveloped agricultural land generally does not fall under RERA. If an agricultural plot is sold without any plans to transform it into a residential or commercial project, RERA approval is unnecessary. However, once the land is intended for development into a residential or commercial project, RERA regulations apply and therefore, the present complaint is beyond the jurisdiction of the Hon'ble Authority.
- ix. That it is therefore, submitted that for a complaint to be filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the Complainant should be an "Allottee" and should file a complaint against a "Promoter" in lieu of a "Real Estate Project" and not an

undeveloped agricultural land for which the Hon'ble Authority has no jurisdiction over. Since the complainant is itself a "promoter"/ "investor", the complainant cannot approach the consumer court due to the "investment" the complainant had made and as also that the limitation period for alleged consumer complaint is 2 years from the date on which cause of action arose and therefore, the present complainant is nothing but an attempt to extort illegal gains from the respondent, succumbing the respondent into illegal pressure.

- x. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority:

6. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

E. I Territorial jurisdiction

7. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

8. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoter, the allottee and the real estate agents under this Act and the rules and regulations made thereunder.

9. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Maintainability of the complaint:

10. The authority observes that the present complaint is based on an agreement dated 07.04.2011 wherein the complainant has shown its interest to provide funds for the purchase of undeveloped agricultural land. Vide clause 5 of the agreement it is stated that the first party (the respondent) in lieu of the contribution of the second party (the complainant) towards purchase of the said land for the said colony has agreed to reserve 3060 sq. yds. of developed residential area in the form of plots for allotment in favour of the second party. As per clause 9 also the second party i.e the complainant in the present case shall be entitled to get the allotment of plot after the grant of license for the proposed colony.

11. That on 05.04.2016, a buyback cum surrender agreement was executed between the parties, wherein the respondent had agreed to buy back and

complainant had agreed to surrender the area of 2950 sq. yds. in favour of respondent against the consideration of Rs. 68,00,000/-. The surrendered land area of 2950 sq. yds. include 1650 sq. yds. area out of 3060 sq. yds. land area under the agreement dated 07.04.2011 executed between complainant and respondent and 1300 sq. yds. (650+ 650) sq. yds. of land area respectively under the agreement dated 24.09.2012 and 01.10.2012 .Pursuant to surrender of 1650 sq. yds. land area under the agreement dated 07.04.2011 of land area 3060 sq. yds. it was agreed between the parties that the value of agreement dated 07.04.2011 shall be treated and read for balance area of 1410 sq. yds. instead of 3060 sq. yds. Under clause 5 of said agreement dated 07.04.2011 and rest terms and condition of agreement dated 07.04.2011 will remain same. The complainant in total has paid an amount of Rs.2,09,74,000/- as stated by the complainant in his facts. However, as per record, neither any formal allotment has been made in favour of the complainant nor any buyer's agreement has been executed between the parties till date. Thus, the transaction between the parties never progressed beyond the stage of memorandum of understanding and did not culminate into allotment of any plot, apartment or building.

12. On the contrary the respondent in its reply has stated that as per investor agreement dated 07.04.2011 clause (c) and subsequent clause (1) specifies that the complainant is merely an investor who had expressed its desire to purchase undeveloped agriculture land in the name of the answering respondent for which the complainant aided and contributed in the generation of the funds for the purchase of 1650 sq. yards. Further, as per the investment agreement dated 05.04.2016 clause (1) on page 62 specifies that the complainant had surrendered its rights and title over a total of 2950 sq. yards which is inclusive of the above

mentioned 1650 sq. yards along with other lands acquired by the complainant in favour of the answering respondent after receiving a payment of Rs. 68,00,000/- from the answering respondent.

13. Further the respondent has also stated that the present complaint does not fall under the category of "allottee" as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. The acquiring of the undeveloped agricultural land which was made by the complainant was done not for the purpose of acquiring for allotment or for residential as per the definition of an "allottee" but was done for the purpose of investment so that the complainant could acquire the undeveloped agricultural land in order to either further develop or re-sell thereby making the complainant a "promoter"/ "investor" and not an "allottee" as per the definitions and the provisions prescribed under the Real Estate (Regulation and Development) Act, 2016. As per the agreement dated 07.04.2011 there is no allotment or builder buyer agreement and rather only a term and condition defined for an investor, it is to be noted that per se, no allotment or provisional allotment or builder buyer agreement was to be signed and rather complainant company being an investor provided financial assistance to respondent in aggregating land for prospective projects as a collaborator/ contributor.

14. One such principle is that delay and laches are sufficient to defeat the apparent rights of a person. In fact, it is not that there is any period of limitation for the authority to exercise their powers under the section 37 read with section 35 of the Act nor it is that there can never be a case where the authority cannot interfere in a manner after a passage of a certain length of time but it would be a sound and wise exercise of discretion for the authority to refuse to exercise their extraordinary

powers of natural justice provided under section 38(2) of the Act in case of persons who do not approach expeditiously for the relief and who stand by and allow things to happen and then approach the court to put forward stale claims. Even equality has to be claimed at the right juncture and not on expiry of reasonable time. The complainant remained dormant of his rights for more than 8 years and 9 months and he didn't approach any forum to avail his rights. There has been such a long unexplained delay in pursuing the matter. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be fetched to an extent that basic principles of jurisprudence are to be ignored.

15. Further, as observed in the landmark case i.e. *B.L. Sreedhar and Ors. V. K.M. Munireddy and Ors. [AIR 2003 SC 578]* the Hon'ble Supreme Court held that "*Law assists those who are vigilant and not those who sleep over their rights.*" Law will not assist those who are careless of his rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using his/her rights, are entitled to the benefit of law.

The authenticity of the alleged receipts/ is in dispute. Determination of:

- Whether the receipt is genuine,
 - Whether money was paid or misappropriated,
 - Whether there was cheating or forgery,
- requires detailed evidence, cross-examination, and investigation — all outside the scope of this Authority.

16. Therefore, the Authority cannot adjudicate on issues requiring forensic or criminal assessment. In these circumstances, this Authority cannot adjudicate upon disputed questions relating to the alleged payment,

denial of receipt, or the veracity of the document relied upon by the complainant. The issues of such disputes would require a detailed examination of evidence, including the assessment of allegations of misrepresentation, cheating, forgery, and criminal breach of trust. These issues fall beyond the statutory competence of the Authority and can only be adjudicated upon by the competent civil and criminal courts in accordance with law.

17. In the absence of a defined allotment, the complainant cannot be treated as an 'allottee' within the meaning of Section 2(d) of the Act. A mere agreement for a proposed or future allotment, without crystallization of rights in a specific unit, does not confer the status of an allottee. However, before examining the merits of the case, it is necessary to determine whether the complainant 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

18. 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 complainant. Mere execution of an agreement and payment of an amount, in the absence of any allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.

19. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant relating to handover of possession,

payment of delay possession charges and allotment letter pursuant to a mere agreement, falls outside the scope and jurisdiction of this Authority under the RERA Act, 2016.

20. Moreover, Section 29 of the Indian Contract Act, 1872, provides that agreements whose meaning is not certain, or cannot be made certain, are void and therefore not legally enforceable. This Authority further observes that, for a legally enforceable contract to come into existence, there must be *consensus ad idem* on the essential terms, such as the identification of the unit, area where the unit is located, consideration, payment schedule, and the rights and obligations of the parties. These essential terms are ordinarily crystallized through an allotment letter and an agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.

21. In view of the foregoing facts and circumstances, this Authority holds that the complainant does not fall within the definition of "allottee" as provided under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. The document on record indicates that the complainant expressed an intention to contribute funds towards the purchase of undeveloped agricultural land and further agreed to invest amounts for acquisition of such undeveloped land within the specified area, as stipulated under Clauses C and 2 of the Agreement dated 07.04.2011.

22. A mere reading of the said clauses makes it evident that the complainant's role was that of an investor seeking investments, and not that of an allottee in a real estate project. Accordingly, the complainant cannot claim the status or protection available to an "allottee" under the Act of 2016.

23. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint wherein seeking delay possession charges ,allotment letter and physical possession, is not maintainable *firstly*, after such a long period of time as the law is not meant for those who are dormant over their rights. *Secondly*, the Authority only adjudicate the matters which are undisputed in nature and *thirdly*, the complainant does not fall under the definition of Allottee. The Act has been established to regulate real estate sector and awarding relief in the present case would eventually open pandora box of litigation. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any justifiable cause.

24. In view of the above, the complaint is not maintainable and is hereby dismissed with liberty to the complainant to seek appropriate remedies before the appropriate forum in accordance with law.

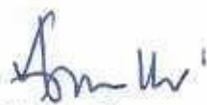
25. Complaint as well as applications, if any, stands disposed off accordingly.

26. File be consigned to the registry.



(Phool Singh Saini)

Member



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 16.12.2025