



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

<b>Complaint no. :</b>	<b>4361 of 2024</b>
<b>Date of Filing of complaint:</b>	<b>13.09.2024</b>
<b>Date of Decision:</b>	<b>29.01.2026</b>

Blue Star Buildprop Pvt. Ltd.  
**Address at:** Flat no. 907, Pearls Business  
Park, Netaji Subhash Palace, Pitampura

**Complainant**

Versus

Orris Infrastructre Private Limited  
**Regd. office:** J-10/5, DLF Phase-2, MG Road  
Gurugram, Haryana- 122002

**Respondent**

**CORAM:**

Shri Phool Singh Saini

**Member**

**APPEARANCE:**

Sh. Kaushal Budhia

Advocate for the complainant

Sh. Charu Rustagi

Advocate for the respondent

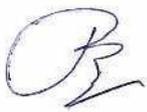
**ORDER**

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottees 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 and location of the project	"Woodview Residencies", sector-89 & 90, Gurgaon
2.	Nature of the project	Residential plotted colony
3.	Project area	114.506 acres
4.	DTCP license no.	59 of 2013 dated 17.07.2013 (for 101.081 acres) 115 of 2019 dated 12.09.2019 (for 13.425 acres)
5.	Name of Licensee	Orris Land & Housing Pvt. Ltd.
6.	RERA Registered/ not registered	Registered 34 of 2020 issued on 06.10.2020 up to 15.07.2023
7.	Unit allotted	NA
8.	Unit admeasuring area	NA
9.	Date of builder buyer agreement	NA
10.	Due date of possession	NA
11.	Total sale consideration	NA
12.	Total amount paid by the complainant	Rs. 88,99,000/- (as per the bank account statement at page 59-60 of complaint) <b>Plus</b>



		Rs. 89,000/- (on account of TDS at page 61 of complaint)
13.	Occupation certificate	Not obtained
14.	Offer of possession	Not offered

**B. Facts of the complaint**

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

- I. The respondent is a private limited company incorporated on 26.07.2006 under the provision of Companies Act, 1956. The respondent is engaged in the real estate business and development of group housing projects/commercial project/sco project/residential plotted colony at Gurugram. The registered/business office of the respondent situated at RZ-D-5 Mahavir Enclave, South West, New Delhi-110045 and project/marketing/site office situated at J-10/5 DLF Phase-II MG Road, Gurugram- 122002
- II. That on 01.03.2021, the complainant approached to Mr. Vijay Gupta, director of respondent for investment in the said RERA Registered Real Estate Project with intent to purchase the Residential Plot. The respondent represented to the complainant that the development in the said real estate project is going on fast mode since receipt of license in 2013 and 2019 and promised to handover the possession of the developed plot on or before 15.07.2023. That after due discussion and deliberation between the parties qua the proposed deal, the respondent offered to allot/sell the Plot No. E-II-05 ad-measuring 404.71 sq.mtr. against total consideration of Rs. 1,21,73,354/- @ Rs. 30079 per sq.mtr. inclusive of all charges and GST.



- III. The complainant had agreed to invest its hard-earned money to purchase the said Plot No. E-II-05 in the said Real Estate Project. Thereafter respondent has put condition with complainant that allotment letter will be issued within next 15-20 days subject to receipt of 100% payment in advance. The complainant has paid the 100% payment of Rs.1,21,00750/- in advance and accepted by respondent vide three Cheques No. 001449 dated 01.03.2021 of Rs. 72 lacs, Cheque No. 001450 dated 02.03.2021 of Rs. 28 lacs, Cheque No. 001455 dated 06.03.2021 of Rs. 17.50 Lacs, all drawn on HDFC Bank and TDS amount of Rs. 90,756/ paid on 31.03.2021.
- IV. That the respondent after realisation/encashment of 100% advance payment of Rs.1,21,00750/- in its RERA Registered Bank account had issued the allotment letter dated 22.03.2021 for Plot No. E-II-05 ad-measuring 404.71 sq.mtr. against total consideration of Rs.1,21,73,354/- inclusive of all charges and GST, with proposed date of possession of plot was 15.07.2023.
- V. That in the said allotment letter dated 22.03.2021, the respondent despite of receipt of 100% payment in advance against Plot No. E-II-05 has showing the earnest amount of Rs. 12,10,075/- .i.e. 10% of the cost of plot received from complainant vide cheque no. 001449 dated 01.03.2021 drawn on HDFC Bank.
- VI. That after receipt of allotment letter dated 22.03.2021 for Plot No. E-II-05 as per commitment made by respondent, the complainant again approached to respondent in august, 2021 for further investment in the said Real Estate Project with intent to purchase another smaller size of residential plot ad-measuring 300 sq. mtr. on the same terms/ price and block. The respondent after checking the availability of said smaller size of plot with lay out plan in the said Real Estate Project had agreed to





allot/sell the plot area approx. ad-measuring 300 sq. mtr. to complainant on the same price and terms and condition, on which the plot no. e-ii-05 was allotted in favour of complainant vide allotment letter dated 22.03.2021. The respondent further promised to handover the possession of the new plot on or before 15.07.2023.

- VII. The respondent represented/informed to complainant about the total cost of new plot ad-measuring 300 sq. mtr. on the same terms and price comes to Rs.88,99,000/- inclusive of charges and GST. The Respondent has again put condition with complainant that allotment letter will be issued within next 15-20 days subject to receipt of 100% payment in advance. The respondent further represented/promised to complainant that after issuing the allotment letter, the agreement for sale will be executed and registered with complainant in the format prescribed in the RERA Rules, 2017 and thereafter physical possession of plot and conveyance deed of plot will be executed in favour of complainant upon receipt of completion certificate from the competent Authority.
- VIII. The Complainant has paid and respondent has accepted the 100% payment of Rs.88,99,000/- in advance from Complainant towards Allotment of New Plot ad-measuring 300 sq. mtr.
- IX. That the respondent after collecting the above said 100% advance payment cheques from complainant has deposited the above said three cheques in his RERA Registered 30% free bank Account No.00030350021280 at HDFC Bank. The respondent has not issued the receipts of the amount collected from the complainant. The complainant has obtained the certificate dated 25.07.2024 from his banker-hdfc which certify that the amount of Rs. 88,10,000/- by way of three cheques as detail mentioned in para 15 above has been transferred from the account

of complainant to the beneficiary account No. 00030350021280 of Orris Infrastructure Pvt. Ltd.

- X. That despite of demanding and accepting 100% advance payment by respondent from complainant in august 2021 toward allotment of new plot ad-measuring 300 sq. mtr. in RERA Registered Project, till date the Respondent has failed to issue the receipts, allotment letter and execute and register the agreement for sale in gross violation of Section 13(1) of Real Estate (Regulation and Development) Act, 2016.
- XI. That complainant made repeated request on phones, reminder, meetings with directors of respondent namely Vijay Gupta and Sanjay Aggarwal to issue the allotment letter, execute the agreement to sell, handover the possession and execute the sale deed of plot in favour of complainant, however the respondent's directors with malafide intention to grab further money from the complainant due to escalation in the price of property in real estate market for last 2-3 years especially in the price of plot has avoided the each and every request of complainant, which is not justifiable and acceptable to complainant and respondent can't force to complainant to pay further money beyond the 100% amount already collected by respondent.
- XII. That the complainant has always acted in good faith and same is evident from the fact that complainant has made 100% payment in advance as per demand of respondent. The respondent crossed all their limits of being dishonest and malicious and with an intent to extract more money from complainant has not issued the allotment letter/agreement for sale and handed over the possession of new plot to the complainant.
- XIII. The complainant vide its e-mail dated 12.03.2024 reminded to respondent that complainant has paid the amount of Rs. 88,98,000/- including TDS to get the allotment of plot in the said real estate project





and copy of TDS certificate of Rs. 89,000/- provided to Respondent vide E-mail as well by hand to Mr. Sanjay Agarwal. The complainant further informed to respondent that despite repeated reminders and attempts to contact with management to get the status of possession and sale deed of plot, no one provided any update/information about the same and made final request /reminder to update about the possession and sale deed of plot within 7 days. However, respondent has not provided any response/reply to the same.

XIV. That the complainant has already paid 100% consideration amount of Rs.88,99,000/- to the respondent in anticipation of receiving the allotment and possession of new plot ad-measuring 300 sq. mtr. by 15.07.2023 in the said Real Estate Project but the respondent till date have failed to offer the possession of the plot and there is delay of more than 1 year in offering the possession and physical possession of plot to the complainant.

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

4. In view of the facts mentioned above, the complainant prays for the following relief:
  - i. To issue necessary interim direction to the respondent to immediately issue the allotment letter and execute and register the plot buyer agreement qua specific plot number ad-measuring 300 sq. mtr. in real estate project "woodview residence-sector-88-89, Gurugram on the same terms and condition, price on which the allotment letter dated 22.03.2021 for erstwhile plot no. e-ii-05 issued by respondent in favour of complainant
  - ii. The respondent be directed to handover the physical possession of specific plot number ad-measuring 300 sq. mtr. and execute the conveyance deed/sale deed in favour of complainant in real estate



- project "woodview residence-sector-88-89, Gurugram in terms of Section 17(1) of RERA Act, 2016 without demanding any further amount from complainant except the payment of stamp duty and registration charges.
- iii. To issue necessary interim direction to the respondent to immediately issue the money receipt of 100% advance payment of Rs. 88,99,000/- in favour of complainant against allotment of specific plot number ad-measuring 300 sq. mtr. in real estate project "woodview residence-sector-88-89, Gurugram

**D. Reply by the respondent.**

5. The respondent has contested the complaint on the following grounds.
- I. That the present complaint, filed by the complainant, is bundle of lies and hence is liable to be dismissed. Further the complaint is also not maintainable as it doesn't disclose any cause of action for filing the complaint against the respondent.
- II. That the respondent introduced a project in the name and style of "woodview residencies" located at Sector 89-90, Gurugram, Haryana which is a plotted colony and bears RERA registration no. 34 of 2020 dated 06.10.2020.
- III. That in the present case in hand, the complainant company approached the respondent through its director Sh. Ritesh Goyal, for a booking of residential plot no. E-II-05 in the aforementioned project, after a discussion at length the complainant showed their interest in a plot admeasuring 404.71 sq. Mtr. for a consideration of Rs. 1,21,73,354,5/- inclusive of IDC & EDC, parking charges, PLC, Govt. fees/ taxes/ levies, common areas, IFMS, GST vide allotment letter dated 22.03.2021.
- IV. That subsequently, the buyer's agreement was executed between the complainant company and the respondent for the above-mentioned unit in question for a sale consideration of Rs. 1,21,73,354.5/- on 09.07.2021.

It is pertinent to note that the buyer's agreement was executed by Sh. Ritesh Goyal on behalf of the complainant company and the terms of the sale consideration was highlighted in detail in clause 1.2 and 1.3 of the buyer's agreement and the executed copy was also provided to the complainant company.

- V. That subsequently, the complainant company through its Director, Sh. Ritesh Goyal entered into an agreement to sale dated 30.07.2021 with Mrs. Rashmi Chauhan w/o Mr. Neelam Singh Chauhan wherein the complainant company had sold the unit in question in favour of Mrs. Rashmi Chauhan for a total sale consideration of Rs. 1,26,57,385/-.
- VI. That subsequently, complainant company through Sh. Ritesh Goyal made a request to substitute the name of Mrs. Rashmi Chauhan with respect to residential plot no. E-II-05, i.e., the unit in question thereby transferring the right, title, interest regarding the allotment of the unit in question in favour of Mrs. Rashmi Chauhan. The complainant company through Sh. Ritesh Goyal further executed indemnity bond on 13.09.2021 wherein is has been categorically recorded that the complainant company had executed buyers' agreement dated 09.07.2021 and has made a payment of Rs. 1,18,40,756 to the respondent herein, however, the complainant company being the assignor has transferred the rights pertaining to the unit in question to Mrs. Rashmi Chauhan who is the assignee on its own free will and thus, endorsement be made in the name of Mrs. Rashmi Chauhan qua the unit in question and also indemnified the respondent company and its directors.
- VII. That since the complainant company had transferred the rights in the name of Mrs. Rashmi Chauhan, the respondent company issued letter dated 06.10.2021, acknowledging the transfer made qua the unit in question in favour of Mrs. Rashmi Chauhan and endorsing the allotment



- letter, agreement for sale dated 09.07.2021 and the payment receipts in the name of Mrs. Rashmi Chauhan.
- VIII. That it is important to mention here that the complainant company being represented through Sh. Ritesh Goyal in all the documents as well as the present complaint before the Authority had executed an Agreement dated 09.07.2021 before the Sub-Registrar, Harsaru, Gurugram, Haryana and subsequently vide agreement to sale dated 30.07.2021 clearly demonstrates that the complainant company was never an allottee within the provisions as enshrined under section 2 (d) of the RER Act, 2016 and was merely a "speculative investor" and hence, after executing the Buyers Agreement, the Complainant Company immediately sold the unit in question to a third person and made profits.
- IX. It is evident from the above facts that the complainant company in their complaint raising baseless allegation and putting completely false story before this Authority to extort illegal gains and harass the respondent.
- X. It is pertinent to mention here that since the complainant company itself had made a request for substitution of name, right title and interest qua the unit in question in the name of a third person, today there exists no application form or allotment letter or buyers agreement and hence it would not be wrong to mention here that a fabricated story has been narrated in the complaint which is a complete afterthought of the complainant company to gain profit through illegal means.
- XI. 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 respondent and all these documents have been duly executed by Sh. Ritesh Goyal who is the signatory to the present Complaint on behalf of the complainant and thus, should be strictly made liable for suppressing material facts before the Authority and is wasting precious



judicial time by unnecessarily dragging the respondent into the present frivolous litigation wherein the complainant do not have any locus in filing the present complaint.

- XII. It is also submitted that the complainant company vide separate application as well as affidavit, indemnity bond and agreement to sale dated 30.07.2021 has transferred all the rights title and interest qua the unit in question in the name of a third person and thus, the present complaint is not maintainable since the complainant company is not an allottee since there is no unit in the name of the complainant company.
- XIII. That there is no agreement, allotment, etc. executed between the complainant and respondent neither a signed/ stamped application form as on date and the complaint filed for unit/ residential plot no. E-II-05 has already been sold by the complainant company after receiving/ accepting the sale consideration from the third party.

**E. Jurisdiction of the authority**

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

**E. I Territorial jurisdiction**

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

**E.II Subject-matter jurisdiction**



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

**Section 11**

.....

(4) *The promoter shall-*

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

**Section 34-Functions of the Authority:**

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

9. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

**F. Findings on the relief sought by complainant:**

- i. To issue necessary interim direction to the respondent to immediately issue the allotment letter and execute and register the plot buyer agreement qua specific plot number ad-measuring 300 sq. mtr. in real estate project "woodview residence-sector-88-89, Gurugram on the same terms and condition, price on which the allotment letter dated 22.03.2021 for erstwhile plot no. e-ii-05 issued by respondent in favour of complainant
- ii. The respondent be directed to handover the physical possession of specific plot number ad-measuring 300 sq. mtr. and execute the conveyance deed/sale deed in favour of complainant in real estate project "woodview residence-sector-88-89, Gurugram in terms of Section 17(1) of RERA Act, 2016 without demanding any further



amount from complainant except the payment of stamp duty and registration charges.

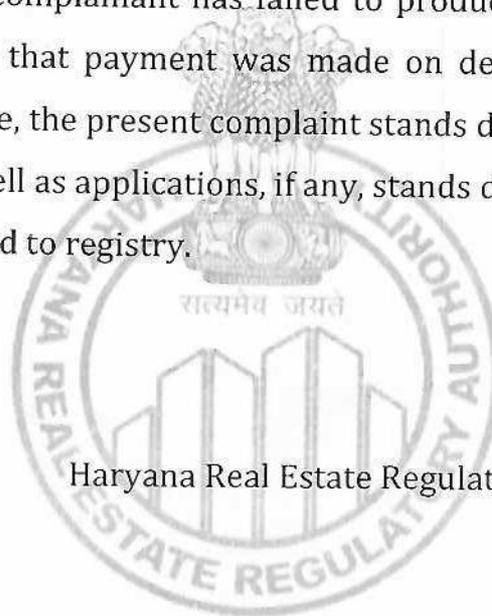
- iii. To issue necessary interim direction to the respondent to immediately issue the money receipt of 100% advance payment of Rs. 88,99,000/- in favour of complainant against allotment of specific plot number ad-measuring 300 sq. mtr. in real estate project "woodview residence-sector-88-89, Gurugram
10. The above-mentioned reliefs are interrelated to each other. Accordingly, the same are being taken up together for adjudication.
11. The complainant in the present complaint is seeking relief w.r.t the handover of possession of the unit as well as the execution of builder buyer agreement as well as allotment letter for the alleged unit in project namely, Woodview Residencies, situated at sector-89 & 90, Gurugram. The complainant further states that it has made a payment of Rs. 88,99,000/- for allotment of unit in project of respondent.
12. The respondent has categorically denied all the allegations. The respondent states that the complainant never purchased any unit. That no application form, booking receipt, or allotment letter has ever been issued in favour of the complainant, nor has any builder buyer agreement been executed between the parties.
13. The complainant alleges that he had booked a unit in the respondent's project and made certain payments toward the same. However, he has failed to produce any document that would legally establish an allotment in his favour. There is no allotment letter, no receipt of payment issued by the promoter, no builder-buyer agreement, nor any formal acknowledged application form that would indicate that the promoter accepted the complainant's booking. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

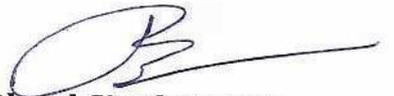
*"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said*



*allotment... but does not include a person to whom such plot...is given on rent."*

14. In the absence of any documentary proof of allotment or contractual relationship between the complainant and the promoter, the complainant does not fall within the definition of an 'allottee' under Section 2(d) of the Act. Therefore, the present relief sought by the complainant is not maintainable under section 31 of the Real Estate (Regulation and Development) Act, 2016.
15. Moreover, the complainant has failed to produce any documents which could establish that payment was made on demand or on any agreed terms. Therefore, the present complaint stands dismissed.
16. Complaint as well as applications, if any, stands disposed off accordingly.
17. File be consigned to registry.



  
**(Phool Singh Saini)**  
**Member**

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 29.01.2026