BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Order pronounced on: 06.01.2026

Name of the Builder		Krrish Green Homes Private Limited now known as ILC Infracon Pvt Ltd	
Project Name		Krrish Green Montagne	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/2155/2019	Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd. and now known as ILC Infracon Pvt Ltd	Sh. Vaibhav Gandhi Sh. M K Dang
2.	CR/2156/2019	Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd. now known as ILC Infracon Pvt Ltd	Sh. Vaibhav Gandhi Sh. M K Dang
3.	CR/2157/2019	Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd. now known as ILC Infracon Pvt Ltd	Sh. Vaibhav Gandhi Sh. M K Dang
4.	CR/2158/2019	Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd. now known as ILC Infracon Pvt Ltd	Sh. Vaibhav Gandhi Sh. M K Dang
5.	CR/2159/2019	Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd. now known as ILC Infracon Pvt Ltd	Sh. Vaibhav Gandhi Sh. M K Dang
6.	CR/2160/2019	Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd. now known as ILC Infracon Pvt Ltd	Sh. Vaibhav Gandhi Sh. M K Dang
7.	CR/2161/2019	Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd. now known as ILC Infracon Pvt Ltd	Sh. Vaibhav Gandhi Sh. M K Dang

CORAM:
Shri Arun Kumar — **Chairman**
Shri Phool Singh Saini — **Member**

ORDER

1. This order shall dispose of all the 7 complaints titled as above filed before this authority in form CRA 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 in the above referred matters had signed an MOU with the respondent for purchase of apartments in the project, namely, Krrish Green Montagne being developed by the same respondent/promoter i.e., Krrish Green Homes Private Limited. The terms and conditions of the MOU forms the fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to issue allotment letter, deliver timely possession of the units in question, seeking award of delayed possession charges.
3. The details of the complaints, reply status, unit no., date of MOU, possession clause, due date of possession, offer of possession, conveyance deed, total sale consideration, amount paid up, and reliefs sought are given in the table below

Sr. no	Complaint no./title/ date of filing complaint	Reply status	Unit No. and area admeasuring (Carpet area)	Date of execution of apartment buyer's agreement and date of signing of MOU.	Due date of possession and offer of possession	Total sale consideration and amount paid by the Complainant (s)
1.	CR/2155/ 2019 titled as Combitic Global	Reply received 26.02.202	NA	Date of MoU: 10.06.201	NA	TSC: NA A.P for all the seven apartment: Rs.

	Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd			3		1,65,00,000/-
2.	CR/2156/2019 titled as Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd.	Reply received 26.02.202	NA	Date of MoU: 10.06.2013	NA	**TSC**: NA **A.P** for all the seven apartment: Rs. 1,65,00,000/-
3.	CR/2157/2019 titled as Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd	Reply received 26.02.202	NA	Date of MoU: 10.06.2013	NA	**TSC**: NA **A.P** for all the seven apartment: Rs. 1,65,00,000/-
4.	CR/2158/2019 titled as Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd.	Reply received 26.02.202	NA	Date of MoU: 10.06.2013	NA	**TSC**: NA **A.P** for all the seven apartment: Rs. 1,65,00,000/-
5.	CR/2159/2019 titled as Combitic Global Caplet Private Limited V/s Krrish Green	Reply received 26.02.202	NA	Date of MoU: 10.06.2013	NA	**TSC**: NA **A.P** for all the seven apartment: Rs. 1,65,00,000/-

	Homes Pvt. Ltd					
6.	CR/2160/2019 titled as Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd	Reply received 26.02.202	NA	Date of MoU: 10.06.2013	NA	**TSC**: NA **A.P** for all the seven apartment: Rs. 1,65,00,000
7.	CR/2161/2019 titled as Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd	Reply received 26.02.202	NA	Date of MoU: 10.06.2013	NA	**TSC: NA** **A.P** for all the seven apartment: Rs. 1,65,00,000/-

4. The aforesaid complaints were filed by the complainant against the promoter on account of violation of MOU dated 10.06.2013, executed between the parties inter se in respect of purchase of apartments for seeking award of possession, delayed possession charges and issuance of allotment letter.
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 also similar. Out of the above-mentioned case, the particulars of lead case CR/2155/2019 titled as Combitic Global Caplet Private Limited V/s Krrish

Green Homes Pvt. Ltd. are being taken into consideration for determining the rights of the allottee(s) qua delay possession charges and execution of conveyance deeds

A. Project and unit related details.

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

CR/2155/2019 titled as Combitic Global Caplet Private Limited V/s Krrish Green Homes Pvt. Ltd.

S.No.	Heads	Information
1.	Name and location of the project	"Krrish Green Montagne", Sector 71, Gurugram
2.	Nature of the project	Group housing project
3.	Area of the project	10.89 acres
4.	DTCP License	15 of 2013 dated 13.04.2013
	valid up to	12.04.2019
	Licensee name	Raj Buildwell Pvt. Ltd.
5.	RERA registered/ not registered	**Unregistered**
6.	Allotment letter	No allotment
7.	Date of apartment buyer agreement	Not Executed
8.	Date of Signing of MOU	10.06.2013
9.	Unit no.	No Mention
10.	Super area admeasuring	3600 Sq. ft. (Tentative)
11.	Possession clause	**Not Mentioned**
12.	Due date of delivery of possession	Not Mentioned
13.	Payment plan	Construction linked payment plan (P-19 of complaint)
14.	Total consideration	No Mention.
15.	Total amount paid by the complainants in respect of all the seven apartments	Rs.1,65,00,000/- (As alleged by the complainant on page no. 22 of complaint, Annexure C/4)
16.	Occupation certificate	No Mention.

17.	Date of offer of possession to the complainant	No Mention

B. Facts of the complaint.

8. The complainant has submitted following submissions:

(i) That, the complainant is a Private Limited Company duly incorporated under Companies Act, 1956, and, the respondent is engaged in the business of real estate development. It represented that on account of the collaboration agreement with M/s Raj Buildwell Pvt. Ltd., it has got rights for development, construction, marketing, sales and transferring of units in group housing project in respect to project named as 'Krrish Green Montagne'.

(ii) That on the basis of representations, the respondent invited bookings of residential apartments of various sizes in its aforesaid Project.

(iii) That, a Memorandum of Understanding (MOU) dated 10-06-2013 was entered and executed between complainant and respondent. By means of the said MOU, the respondent agreed to sell and the complainant agreed to purchase seven apartments of tentative super area of 3600 sq. ft. each at the basic sale price (BSP) of Rs.4,000/- per sq. ft.

(iv) That, the respondent has fixed the value of each apartment at Rs.1,44,00,000/- as basic sales price (BSP).

(v) That, at the time of booking, an amount of Rs.35,00,000/- was deposited by complainant against all the seven apartments booked via MOU dated 10-06-2013, by way of cheque dated 10-06-2013. This booking amount of Rs.35,00,000/- was duly acknowledged by the respondent in the MOU dated 10-06-2013.

(vi) That later on, several payments were made by the complainant to the respondent vide various cheques amounting to Rs.1,65,00,000/-. Against all the payments of Rs.1,65,00,000/-, a combined receipt was issued by the

respondent on15-10-2013. The deposited amount of Rs.1,65,00,000/- as well as the TDS amount of Rs.1,65,000/- is reflected in the ledger account issued by the respondent.

(vii) That it was stipulated in the MOU dated 10-06-2013 that, "... Project drawings / building plans are pending approval from the competent authority. After the approvals have been obtained, the allotment letters as well as the apartment buyer's agreement shall be issued/ executed by the seller in favour of Purchaser"

(viii) That, as per MOU dated 10-06-2013, it was further agreed that 30% of BSP is payable on completion of RCC structure of building in which the apartments are housed. The balance BSP with EDC, IDC, IFMS etc. was payable when the seller obtains the Occupation Certificate for the Building(s)/ project.

(ix) That, despite lapse of more than five years from the purchase/bookings and execution of MOU dated 10-06-2013, the respondent neither intimated the status of Project drawings/ building plans nor supplied the copies of same. Neither the BBA nor allotment letter has been issued till date.

C. Relief sought by the complainants:

9. The complainant has sought following relief(s):

i. Direct the respondent to issue the allotment letter for all seven apartments.
ii. Direct the respondent to give possession and execution of title deed
iii. Direct the respondent to pay interest on the amount deposited from dates of the respective deposits till possession

10. On the date of hearing, the authority explained to the respondent/ 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 on following grounds:

a. That, the Memorandum of Association (MoU) was executed between the complainant and M/s. Krissh Green Homes Pvt. Ltd (now known as M/s ILC Infracon Pvt. Ltd) prior to the enactment of the Real Estate (Regulation and Development) Act, 2016 and the provisions laid down in the said Act cannot be applied retrospectively. Furthermore, the complaint is barred by statute of limitation.

b. That, the complaint is bad for non-joinder of necessary parties. Mr. Amit Katyal and Mr. Rajesh Katyal are necessary parties to the present amended complaint, so in their absence, the complaint cannot be adjudicated effectively, completely, and properly.

c. That, the complainant as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 does not fall within the ambit of the definition of 'allottee'. As per the definition, the term 'allottee' would cover a person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent. In the instant case, no plot, apartment or building has been allotted or transferred to the complainant as is evident from a bare perusal of the MoU as attached by the complainant. It is neither an allottee, representative of an allottee, an agent nor any other person concerned who has suffered due to any fault, if the same would have occurred, on the part of respondent. The complainant has no right to file the present complaint and is misusing the provisions of RERA Act, HRERA Rules and Regulations to unnecessarily harass and pressurize the respondent.

d. That, the complaint is not maintainable for the reason that the MoU contains a Disputes Resolution Clause which refers to the dispute resolution mechanism to be adopted by the parties in the event of any dispute i.e. Clause 11 of the Memorandum of Association, which states that:

> *"In case of any dispute between the Parties, the Parties shall amicably try to resolve the dispute amicably amongst themselves and if it still remains unresolved, either or both the parties make invoke pre-litigation mediation through the Mediation and Conciliation Centre, Delhi High Court. In case such disputes remain unresolved, it shall be finally referred to and resolved through arbitration. The number of arbitrators shall be One (1), to be mutually appointed by the Parties. The arbitration proceedings shall be as per the provisions of Arbitration & Reconciliation Act, 1996. The seat of arbitration shall be conducted in English Language. The award rendered by the arbitral tribunal shall be final and binding upon the Parties."*

e. That, the complainant has suppressed and concealed material facts which has direct and substantive bearing on the current issue. The respondent company was earlier managed and looked after by Mr. Amit Katyal, Mr. Rajesh Katyal and their associates. The said company had entered into a Collaboration Agreement dated 07.11.2012 with Raj Buildwell Private Limited (hereinafter called 'RBPL'). The said RBPL was owner in possession of land measuring 10.89 acres approx. in Village Fazilpur Jharsa, Sector 71, Tehsil and District Gurgaon. RBPL had obtained license no. 133 of 2008 dated 28.6.2008. M/s. Krissh Green Homes Pvt. Ltd in Collaboration with RBPL had proposed to make a project on the said land.

f. That, the earlier management of the respondent company was in the need of funds for the operations of M/s. Krissh Green Homes Pvt. Ltd. The directors and officials of the complainant company along with one Mr. Pavel Garg had offered to advance money to Mr. Amit Katyal and Mr. Rajesh Katyal on payment of interest @ 8% per annum. However, the directors and officials of the complainant company and the said Mr. Pavel Garg had demanded security for repayment of the said loan. For this

purpose the complainant and the said Pavel Garg obtained some documents from Mr. Amit Katyal and Mr. Rajesh Katyal which was styled as memorandum of understanding and some documents being expression of interest in the proposed project of the respondent. Furthermore, it has been categorically admitted by the complainant company and Mr. Pavel Garg that the said MOU was never supposed to be acted upon and the same was only meant to be as a security.

g. Furthermore, a share subscription cum shareholder agreement dated 28.02.2014 was signed between the then management of M/s Krrish Green Homes Pvt. Ltd. Mr. Rajesh Katyal, Mr. Amit Katyal, & associates and Mr. Sanjay Khurana and Mr. Kamal Kapoor, for which they paid a huge amount to Mr. Amit Katyal and associates. As per Clause 3.6 of Schedule III of the said agreement, Mr. Amit Katyal is liable for all claims/ demands / actions from the complainant and Pavel Garg and other persons mentioned therein and all such claims have to be satisfied and discharged by Amit Katyal, Rajesh Katyal and their associates. Thus, the current management of the respondent or the respondent are not liable or responsible in any manner to satisfy the claims raised by the complainant in the present case.

h. Furthermore, RBPL started committing default of the terms and conditions of the collaboration agreement dated 07.11.2012. Thereafter, RBPL filed an application under Section 9 of the Arbitration and Conciliation Act before the High Court of Delhi at New Delhi. The respondent contested the case and ultimately, a Settlement Agreement dated 11.1.2017 was made between RBPL and the respondent whereby the said collaboration agreement was terminated. RBPL undertook to pay the amount advanced by the respondent and also cost of development incurred by the

respondent. Hence the said matter was ultimately settled before the Delhi High Court vide order dated 18.01.2017.

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 these undisputed documents and submission made by the parties

E. Jurisdiction of the Authority

13. The respondent has raised preliminary objection regarding jurisdiction of authority to entertain the present complaint. 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

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana 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

15. 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)(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;*

The provision of assured returns is part of the builder buyer's agreement, as per clause 15 of the BBA dated..... Accordingly, the promoter is responsible for all obligations/responsibilities and functions including payment of assured returns as provided in Builder Buyer's Agreement.

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.

16. So, in view of the provisions of the Act of 2016 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 the complainant:

17. Following reliefs have been claimed by the complainant in all these cases. And all the claims being connected, has been taken up together hereunder

F.I Direct the respondent to issue the allotment letter for all seven apartments.
F.II Direct the respondent to give possession and execute title deed.
F.III Direct the respondent to pay interest on amount deposited from dates of the respective deposits till possession

18. The present complaint was originally disposed of by the Authority vide order dated 06.01.2023. Aggrieved by the said order, the complainant preferred an appeal before the Hon'ble Appellate Tribunal, which was heard on 02.08.2025.

19. Vide order dated 02.08.2025, the Hon'ble Appellate Tribunal has set aside the impugned order passed by the Authority and remitted the matter for fresh adjudication after affording due opportunity of hearing to the parties. The operative portion of the said order reads as under:

13. As regards other issue, whether the appellant would fall within the definition of an "allottee", same can be decided by the Authority after re-appraising the evidence on record and the terms of MoU.

15. Under these circumstances, this Tribunal need not to delve upon any further into the controversy and deems it appropriate to set aside the order and remit the matter to the Authority for decision afresh after affording opportunity of hearing to the parties.

16.The parties shall appear before the Authority on 01.09.2025 in light of aforesaid, whereafter the Authority shall proceed afresh in terms of above order.

17.The appeals are allowed on these terms.

18.The appeals are allowed on these terms. Copy of this order be sent to the parties/their counsel and the Authority.

19.File be consigned to records.

20. In the present complaint, the complainant submits that a Memorandum of Understanding (MoU) was executed between the complainant, through its authorised signatory Mr. Pavel Garg, and the respondent company, through its directors Mr. Rajesh Katyal and Mr. Amit Katyal. As per the said MoU, the complainant agreed to purchase seven apartments, each having a tentative super area of 334.448 sq. mtrs., in semi-furnished condition, in a project titled "Krrish Green Montagne", situated at Gurugram, Haryana, for a total basic sale consideration of Rs. 10.08 Crores. An initial amount of Rs. 1.66 Crores (including TDS) was paid by the complainant. It was agreed that allotment letters and Apartment Buyer Agreements would be issued after approval of project drawings and building plans. The complainant alleges that despite the lapse of more than five years, the respondent neither obtained the requisite approvals nor issued the promised allotment letters or Apartment Buyer Agreements nor completed construction milestones including the RCC structure. It is further alleged that the complainant did not receive any communication from the respondent and was constrained to issue a legal notice in the year 2016, which allegedly remained unanswered. The complainant claims deficiency in service and seeks possession, allotment, and compensation in the form of 18% interest compounded quarterly from the date of deposit till possession. It is further noted that an earlier civil suit filed by the complainant before the Civil Judge, District Courts, Saket, was dismissed on account of non-service of summons upon the respondent

21. It is important to note that M/s Krrish Greens Homes Pvt. Ltd. is known as M/s ILC Infracon Pvt. Ltd. the respondent had entered into a collaboration agreement dated 07.11.2012 with Raj Buildwell Private Limited. The RBPL was owner in possession of land measuring 10.89 Acre. M/s Krrish Green Homes Pvt. Ltd.in collaboration with RBPL had proposed to make a project on the said land. The management of the respondent was in need of funds for the operations of M/s Krissh Green Homes Pvt. Ltd. the directors and official of the complainant had offered advance money to Amit Katyal and Rajesh Katyal on payment of interest @8% per annum.
22. The respondent took a plea that except the MoU dated 10.06.2013, there is no other document in favour of the complainant with regard to the allotment of the units. The complainant lacks locus standi to file the amended complaint, as they do not qualify as an "allottee" under Section 2(d) of the RERA Act, 2016, having not been allotted or transferred any plot, apartment, or building.
23. It is further argued that the complaint is not maintainable in view of Clause 11 of the MoU, which provides for dispute resolution through mediation and arbitration prior to initiation of legal proceedings. The respondent also submits that in the year 2014, the respondent company was lawfully taken over by Mr. Sanjay Khurana and Mr. Kamal Kapoor under a Share Subscription-cum-Shareholders Agreement, whereby all liabilities, if any, arising out of transactions with the complainant were contractually assigned to the erstwhile management, namely Mr. Amit Katyal and Mr. Rajesh Katyal, thereby absolving the present management from any such claims. It is also submitted that the Collaboration Agreement with RBPL was terminated pursuant to a court-approved settlement in the year 2017, on account of default by RBPL, and that RBPL agreed to refund the investment made by the respondent.
24. After consideration of facts and circumstances, Authority is of view that as per the Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, to

qualify as an "allottee," there must be a clear transfer of a specific plot or apartment. In this case, the Memorandum of Understanding failed to identify specific unit numbers, floor levels, or tower locations. It only mentioned a "tentative super area" for seven apartments. Further, an agreement to sell must have a clearly defined subject matter. In the absence of identification and earmarking of specific units, the complainant does not satisfy the statutory requirements to be treated as an allottee under the Act. The Authority further observes that the nature of the transaction is financial arrangement rather than a genuine transaction for purchase of residential units. The inclusion of an interest clause providing return @8% per annum clearly indicates a debtor-creditor relationship. Under the Indian Contract Act, 1872, the intention of the parties is the determining factor. Where a document is executed merely to secure repayment of money advanced and no further steps such as execution of a registered Buyer Agreement are taken for a prolonged period, the transaction cannot be construed as a consumer purchase within the meaning of RERA.

25. Moreover, the MoU suffers from uncertainty as contemplated under Section 29 of the Indian Contract Act, 1872, which provides that agreements, the meaning of which is not certain or capable of being made certain, are void. Since the MoU fails to specify which seven apartments were allegedly agreed to be sold, the same is hit by uncertainty and is therefore unenforceable in law.

> ***29.*** *Agreements, the meaning of which is not certain, or capable of being made certain, are void.*

26. Additionally, the termination of the Collaboration Agreement with Raj Buildwell Private Limited (RBPL) created a legal impossibility for the respondent to fulfil the contract. Since the respondent lost the development rights to the land through a court-approved settlement in 2017, they no longer possess the "title" or "authority" to allot any units on that specific site. In such circumstances, the complainant's remedy lies in a civil suit for the recovery of

money (debt) rather than a real estate complaint for possession, as the "project" in the eyes of the law no longer exists for the respondent to develop.

27. In view of the above, the Authority holds that the complainant's remedy lies in pursuing appropriate civil proceedings for recovery of money and not under the provisions of the Real Estate (Regulation and Development) Act, 2016.Consequently, there is no merit in the complaint and the same is hereby ordered to be rejected.
28. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
29. Complaints stand disposed of. True certified copy of this order shall be placed in the case files of each matter.
30. File be consigned to registry

Phool Singh Saini
Member

Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated:06.01.2026