

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

**Complaint No:** 3510 of 2024  
**Date of complaint:** 01.08.2024  
**Date of order:** 27.01.2026

Gunjan Sachdeva

**R/o:** House No. B-002, Kalka Apartment,  
Sector-6, Plot No. 31, Dwarka, New Delhi-  
110075.

**Complainant**

**Versus**

M/s NB Buildcon Private Limited  
**Registered office at:** - 48 Basant Lok, Basant  
Vihar New Delhi-110057

**Respondent**

**CORAM:**

Shri Arun Kumar

Shri Phool Singh Saini

**Chairman**

**Member**

**APPEARANCE:**

Ms. Aasma Sachdeva (Advocate)

Shri Animesh Goyal (Advocate)

Complainant

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 allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

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

S. No.	Particulars	Details
1.	Name and location of the project	"Gokulam" at Sector-7, Sohna, Gurugram, Haryana
2.	Nature of the project	Affordable Residential Plotted Colony under DDJAY
3.	Project area	10.4125 Acres
4.	DTCP license no.	168 of 2022 dated 21.10.2022 valid up to 20.10.2027
5.	RERA Registered/ not registered	<b>Registered</b> 129 of 2022 dated 23.12.2022 valid up to 31.08.2024
6.	Registration extension vide no.	Extension no. 25 of 2024 dated 10.12.2024 Valid up to 30.08.2025
7.	Unit no.	F4 (Residential Plot) (As per allotment letter on page no. 22 of the complaint)
8.	Unit area admeasuring	133.33 sq. yds. (As per allotment letter on page no. 22 of the complaint)
9.	Application form	03.07.2023 (As per page no. 27-40 of the complaint)
10.	Allotment letter	11.08.2023 (As per page no. 21-26 of the complaint)
11.	Date of agreement for sale	<b>Not executed</b>
12.	Possession clause [as per BBA]	<b>BBA Not executed</b>
13.	Due date of possession	<b>January, 2024</b> (As per allotment letter on page no. 22 of the complaint)
14.	Basic sale consideration	Rs.34,99,913/-

		(As per allotment letter on page no. 22 of the complaint)
15.	Total sale consideration	Rs.39,99,900/- (As per allotment letter on page no. 22 of the complaint)
16.	Amount paid by the complainant	<b>Rs.21,00,000/-</b> (As per bank account statement of the complainant-allottee on page no. 15 of the complaint)
17.	Completion certificate	(To be ascertained)
18.	Offer of possession	(To be ascertained)

**B. Facts of the complaint:**

3. The complainant has made the following submissions:
- I. That in the year 2023, the complainant and her husband, namely Mr. Dinesh Sachdeva were searching for a plot with green spaces, recreational opportunities, and other amenities. During this time, she came across your project, namely, "Gokulam" situated in Sector - 7, Sohna which was advertised in a very impressive and stellar way. The officials of the respondent made the following assurances:
    - a. Delivery of possession within 5 months.
    - b. RERA registered project
    - c. Compliance with RERA norms.
  - II. That, the complainant showed her willingness and approached the officials of the respondent to purchase a plot for residential purpose. Thereafter, believing the representations, promises and personal guarantees put forth by the management of the respondent, the complainant decided to purchase a unit/plot in the said project. The total projected cost of the unit/plot was Rs.39,99,900/-.
  - III. That at the time of booking, the officials of the respondent raised the demand

of Rs.21,00,000/- for the said unit/plot i.e., more than 90 % of the total sale consideration. It is further submitted that while making the payment, it was assured by the officials of the respondent that the project would be completed promptly, and she will soon be in possession of the unit. Also, the complainant was further assured that all documentation will be properly executed once she made the initial payment of Rs.21,00,000/-.

- IV. That as per Section 13(1) of the Act of 2016 the promoter should not accept a sum of more than ten percent (10%) of the cost of the apartment, plot, or building, as the case could be, as an advance payment or as application fee from the individual without first getting into a written agreement for sale. However, in the present case, the respondent has received an amount of Rs.21,00,000/- as an advance payment which is 90% of the total sale consideration and this is without getting into a written agreement for sale.
- V. That the officials of the respondent made wrongful demands for payment without first getting signed an agreement with the complainant. Initially, the complainant was shocked to see such a prominent builder not abiding by the law of the land and wrongfully pressuring its customers to make payments for ill-gotten gains at the expense of its customers, but since the complainant was interested in the property and lured into parting with her money and she made the payment of Rs.21,00,000/- in total inclusive of all taxes. However, she was not provided with a receipt of payment, despite requesting the same many times.
- VI. That after making the said payment, the respondent issued an allotment letter dated 11.08.2023 and the complainant was allotted plot no. F4 having an area of 133 sq. yds. and the complainant was also assured that rest of the documentation would be completed at the earliest. However, for a period of more than five months, the complainant kept following up with the officials of the respondent to complete the documentation and signing a builder

buyer's agreement. However, no one took any step to complete the necessary documentation. Also, to the utter dismay of the complainant, the officials of the respondent stopped communicating and providing updates, as a result, due to the lack of an update and official documentation, the complainant was very concerned and therefore, she made numerous attempts to get in touch with the respondent, but to no avail.

- VII. That the completion of the project was to be due by or before January 2024. However, to the misery of the complainant, the respondent miserably failed to complete the project and deliver the possession within the stipulated time period as promised by the respondent.
- VIII. That despite numerous follow-up visits to the respondent's office and communications with the officials of the respondent concerning the delivery of plot possession, the complainant never received a specific response from the respondent regarding the date of possession. This failure on part of the respondent caused the complainant great mental anguish, harassment, and financial hardship.
- IX. That even though the respondent refused to offer the possession of the plot in a timely fashion, the respondent made no efforts to make amends for the unacceptable delay and provide the complainant with delay compensation charges.
- X. That given the significant delay in the giving the possession, and taking into account the loss suffered by the complainant and the mental anguish caused by the respondent's failure to deliver the said unit on time, the complainant made several visits to the respondent's office to discuss the costs for the delay in possession, which came to 10.6% p.a. as per RERA standards.
- XI. That unfortunately, the complainant was unaware that she was in for rough ride. In order to avoid its obligation to pay the complainants' delayed possession charges, the respondent clearly refused to pay any DPC as well.

Nonetheless, the complainant kept fulfilling the obligation of making timely payments and was thereafter never offered possession till date.

XII. That the complainant till date has paid an amount of Rs.21,00,000/- but has not received the possession even till date despite a delay of more than 7 months. By not honoring the promises and the terms, the respondent has caused the complainant grave mental agony, financial suffering and harassment. The respondent has cheated the complainant in the most deceiving manner.

XIII. That the sole intention of the respondent, from the very beginning, was to induce its customers and to make wrongful gains at the expense of the complainant. The respondent for own personal gains has caused the complainant grave mental agony and has made the complainant suffer exceedingly owing to the illimitable financial burden she has been placed with.

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

4. The complainant has sought following relief:
  - i. Direct the respondent to handover the possession of the said plot bearing plot No. F4, residential plot, plot area 133.33 sq. yds. in a time bound manner.
  - ii. Direct the respondent to pay the delay possession charges of Rs1,14,975/- to the complainant for delay of handling over the possession of the unit to the complainant and pendente lite future interest as per the current rate of interest.
5. 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.
6. The respondent/promoter put in appearance through its Advocate and marked attendance on 21.11.2024, 13.02.2025, 17.04.2025, 04.09.2025, 13.11.2025 and 23.12.2025 and sought short adjournment for filing of the

reply. Despite a lapse of more than a year since the notice has been issued to the respondent to file reply, it failed to file the reply. It shows that the respondent was intentionally delaying by avoiding filing of written reply. Therefore, the Authority is left with no option but to struck off the defence of the respondent.

7. 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 submissions made by the complainant-allottee.

#### **D. Jurisdiction of the Authority**

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

##### **D.I Territorial jurisdiction**

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 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 completed territorial jurisdiction to deal with the present complaint.

##### **D.II Subject matter jurisdiction**

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) 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.

**E. Maintainability of the complaint.**

10. The complainant booked a unit in the project of the respondent namely, "Gokulam", situated at Sector-7, Sohna, Gurugram. The complainant has annexed a copy of allotment letter of the plot of the complaint (annexed on page no. 22 of the complaint) which was not on the letter head of the respondent company and not even signed by either party and the complainant in furtherance of the said allotment letter paid an amount of Rs.21,00,000/- to the respondent.
11. On perusal of the documents placed on record and facts stated above, the Authority observed that the transaction between the parties never progressed beyond the stage of an application form and did not culminate into allotment of any plot, apartment or building.
12. The counsel for the respondent vide proceedings of the day dated 23.12.2025 stated that the complainant is not an allottee, as neither the complainant ever applied for booking nor was allotted any unit by the respondent and stated that the application form and allotment letter annexed with the complaint does not pertain any stamp or signature of the respondent company.
13. In the present complaint, the complainant has made a payment of Rs.21,00,000/- in furtherance of the allotment letter which was neither on the letter head of the respondent company nor even signed by any of the party. Keeping in view all the above-stated facts, the Authority presumes that the

respondent has never entered into any agreement with the complainant nor issued any allotment letter to the complainant. And as per the provisions of the Act of 2016, only an allottee can approach the Authority for his grievances. Section 2(d) of the Act of 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 present complaint, neither any allotment has ever been made nor any agreement for sale has been executed. Mere an unsigned allotment letter which is on bare paper and making the payment of booking amount, in the absence of any proper allotment letter and builder buyer's agreement, does not confer the status of an allottee upon the complainant. Thus, the complainant does not even fall under the definition of allottee as per section 2(d) of The Real Estate (Regulation and Development) Act, 2016 and thus, cannot file the complaint under section 31 of the RERA Act, 2016.
15. 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 a builder buyer agreement. In the absence of such documents, no concluded contract for sale came into existence between the parties.
16. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant essentially relates to refund of money paid pursuant to an application form, is a matter falling outside the scope and jurisdiction of this Authority under the RERA Act, 2016.
17. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint is not maintainable as the complainant 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 complainant to avail appropriate remedies in accordance with law before the competent forum.

18. Complaint as well as applications, if any, stand disposed off accordingly.
19. File be consigned to the registry.

  
**(Phool Singh Saini)**  
Member

  
**(Arun Kumar)**  
Chairman

Haryana Real Estate Regulatory Authority,  
Gurugram

**Dated: 27.01.2026**