

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

Complaint No: 5359 of 2024
Date of complaint: 12.11.2024
Date of order: 20.01.2026

Anil Singh

Complainant

R/o: House No.-802, 8th Floor, Tower-14,
Fresco, Sector-50, Nirvana Country, Gurugram-
122018.

Versus

NCR Business Park Private Limited

Respondent

Registered office at: 66, Business Park,
Khasra No. 950/1078, Badshahpur Village,
Sector-66, Golf Course Extension Road,
Gurugram-122101

CORAM:

Shri Arun Kumar

Chairman

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Garvit Gupta and Ms. Mansa (Advocates)

Complainant

Ms. Shivani Dang (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 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 complainant, 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 of the project	"Krrish One"
2.	Project location	Golf Course Extension Road, Sector-66 Gurugram.
3.	Project area	10.2187 acres
4.	DTCP license no. and validity status	49 of 2008 dated 14.03.2008, valid up to 13.03.2020 and 184 of 2008 dated 25.10.2008, valid up to 24.10.2020
5.	Project type	Commercial Colony
6.	HRERA registered/ not registered	Un-registered
7.	Provisional booking dated	Undated (As per page no. 19-32 of the reply)
8.	Date of apartment buyer agreement	Not executed
9.	Tentative unit no.	F-D011, 1 st Floor, Retail (As per page no. 28 of the reply also as mentioned in acknowledgement letter dated 08.07.2014 on page no. 25 of the complaint)
10.	Unit area admeasuring	306 sq. ft. [Super-area] (As per page no. 28 of the reply)
11.	Possession clause	Not available
12.	Due date of possession	08.07.2017 [Calculated as per Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018 - SC); MANU/SC/0253/2018]

13.	Basic sale consideration	Rs.29,93,292/- [Rs.9,782/- * 306 sq. ft.] (As per acknowledgement letter dated 08.07.2014 on page no. 25 of the complaint)
14.	Amount paid by the complainant	Rs.2,99,344/- (As per acknowledgement letter dated 08.07.2014 on page no. 25 of the complaint)
15.	Occupation certificate	Not obtained
16.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions:
 - I. That the complainant is a simple, law abiding and peace-loving citizen. The complainant had throughout acted as per the terms of the allotment, rules and regulations and the provisions laid down by law and no illegality whatsoever has been committed by him in adhering to his contractual obligations. The booking has been made by the complainant and the payments have been made by him with all the efforts and hope to fulfil the dream of his family of having his own home and to live a peaceful and secured life.
 - II. That the respondent offered for sale units in a commercial colony 'Krrish One' which claimed to comprise of commercial units, car parking spaces, recreational facilities, gardens etc. on a piece and parcel of land situated in Sectors- 66, Gurugram. The complainant received a marketing call from the office of respondent in the month of January, 2014 for booking in this upcoming project of the respondent. The complainant visited the sales gallery and consulted with the marketing staff and executives of respondent. The marketing staff of respondent painted a very rosy picture of its upcoming

commercial colony and made several representations with respect to the innumerable world class facilities to be provided by the respondent in their project. The marketing staff of the respondent also assured timely delivery of the unit.

- III. That the complainant, induced by the assurances and representations made by the respondent, booked a commercial unit for the personal use and of the family of the complainant in the project of the respondent. On the basis of the assurances and representations of the respondent, the complainant booked a commercial unit admeasuring 306 sq. ft. in the said project for the total sale consideration of Rs.29,93,292/-.
- IV. That the complainant was informed by respondent that a specific unit number shall be issued and the agreement would be executed only after 10% of the total sale consideration is paid by the complainant. Thus, the complainant based on the respondent's demand paid an amount of Rs.2,99,344/- towards the booking of the unit in the project. The said payment was made by the complainant solely based on the demands and requests of the respondent and the assurances of the respondent to allot a specific unit to the complainant only after the said amount is paid. Accordingly, the respondent on 08.07.2014 issued a receipt acknowledging the payment of Rs. 2,99,344/- paid by the complainant towards the booking of the unit. The respondent vide said receipt allotted a unit bearing F-D011 on first floor admeasuring super area of 306 sq. ft.
- V. That the complainant requested the respondent telephonically and by visiting the office of the respondent to update him about the execution of the builder buyer's agreement as well as the status of development of the project. It is pertinent to mention here that the respondent was approached by multiple allottees regarding the booking in the said project of the respondent.

Moreover, the said group of allottees were aggrieved by the defaults of the respondent in executing the agreement despite the payment of the total sale consideration amount and thus have requested the respondent to abide by its obligations to execute a builder buyer's agreement with the allottees.

- VI. That over the years, the complainant met the representatives of respondent company on several occasions and made it clear to them that he is in dire need of the commercial unit and he has paid his hard-earned money and savings to buy the unit from the respondent. It was also assured by the complainant that the respondent was willing to make the payment towards the balance sale consideration after execution of the agreement. The respondent yet again, with mala fide motives, gave an assurance that they would soon execute agreement and would demand further payments from the complainant after sharing a payment plan with the complainant. However, yet again, the assurances made by the respondent turned out to be false. No concrete steps were taken by the respondent for execution of the builder buyer's agreement and handing over of its physical possession to the complainant. The respondent kept on misleading the complainant by giving incorrect information and assurances that they would hand over the possession to the complainant very soon.
- VII. That on account of substantial delay on the part of respondent, the complainant vide several telephonic follow ups, conversations and in person meetings reminded respondent of the obligations of execution of the buyer's agreement and handover the physical possession of the unit to the complainant. However, no heed was paid to the legitimate request made by the complainant. The respondent was in a completely dominant position, as they had demanded and already received a substantial sum from the complainant out of the total price for the unit and wanted to deliberately

exploit the same at the cost of the innocent purchasers including the complainant is evident from the conduct adopted by them in their dealings with the complainant. The complainant has always been willing to make the further payments towards the said commercial unit. However, on account of the default on the part of the respondent in raising any payment demands from the complainant, the complainant could not do the same.

- VIII. That the complainant was in constant touch with the representatives of the respondent and was constantly assured by them that the procedure of execution of agreement and handing over of possession was going on in full swing and the same would be done shortly. The respondent after the enactment of Act, 2016 started saying and continued to maintain over the period from 2016 up till now that the registration of the project under RERA was going on, this was time consuming, they had made the filings and were awaiting registration, which is a mandatory procedure and over which the respondent has no control as this is a regulatory process and under the purview of the government authorities, including the Hon'ble Authority.
- IX. That the complainant vide several telephonic calls and multiple visits and meetings with the respondent had enquired about the execution of the builder buyer's agreement but to no avail. The respondent at every visit and meeting kept on assuring and promising the complainant that the needful would be done at the earliest as the same is in process of being done. It is pertinent to mention here that during the course of enquiry about the execution of the builder buyer's agreement and handing over of the possession of the unit, the respondent has failed to send any written communication or information or any sort of update whatsoever to the complainant.
- X. That the Hon'ble Authority placing reliance on the judgment of the Hon'ble

Supreme Court in the case of Fortune Infrastructure and Ors. vs. Trevor D' Lima and Ors. has observed that in case there is no agreement or where no due date has been specified in the agreement, then a reasonable period of 3 years from the date of booking would be considered as an apt time in which the promoter was bound to handover the possession of a unit/unit/apartment. Since the booking was made by the complainant on 08.07.2014, the due date of handing over of possession lapsed on 08.07.2017.

- XI. That the complainant visited the office of the respondent in July, 2017 and enquired about the status of completion of sale modalities. The representatives of the respondent continued to dilly-dally the matter and has till date neither complied with any of its obligation and has miserably failed to execute the builder buyer's agreement and hand over the possession of the said allotted unit to the complainant. The conduct of the respondent clearly shows that they have no intention of dealing with the innocent allottees such as the complainant despite demanding and receiving upfront a substantial sum of money from them for booking of the said commercial unit.
- XII. That the complainant went to the project site to meet the representatives of the respondent to enquire about the execution of the builder buyer's agreement and possession of the commercial unit but was shocked to see the development status. No development activities were going on at the project site and it was clear that the work was at standstill since long. The actual ground reality at the construction site was way different than what the respondent had claimed to the complainant regarding the completion of the project at the time of booking and thereafter and contrary to all prior assurances and representations of the respondent to the complainant.
- XIII. That the complainant then called the respondent, who were in blatant violation of the law, but now they stopped responding to these calls or

returning them. The complainant began to realize that the respondent was scheming against the complainant and was deliberately, mischievously, fraudulently and with malafide motives cheating the complainant.

- XIV. That the complainant has time and again requested the respondent to execute the agreement and handover the possession of the unit allotted to the complainant. However, the respondent failed to respond to any of the genuine concerns raised by the complainant and the multiple requests made by him vide telephonic calls and by visiting the office of the respondent to get the possession of the unit were in vain, for which the respondent had demanded a substantial sum out of the total price and been paid upfront by the complainant. The respondent despite the numerous reminders have failed to respond to the queries as raised by the complainant.
- XV. That the act of the respondent fall within the ambit of the definition of unfair practice and irregularities as defined in Section 7(1)(c) explanation. There is no valid ground, rhyme or reasoning to allow the respondent to succeed in their malafide motives of cheating and defrauding the complainant.
- XVI. That due to the fault of the respondent, the complainant has been deprived of the said unit for a long time despite making the payment of a substantial sum and has suffered immense harm, injury and loss, including financial loss, physical harassment and mental stress and agony and to no avail have been running from pillar to post, while the respondent has been sitting put on his hard-earned money and misusing it for other purposes outside the scope permitted under law while turning a stone deaf ear to the complainant's pleas and literally cocking a snook at everyone. The respondent has been acting contrary to law and the complainant has been at their mercy and the complainant's questions have been left un-answered and the respondent are continuing with their illegal acts acting strictly in violation of the provisions

of the Act, 2016 and Rules, 2017. The respondent has violated several provisions of RERA 2016 and Haryana RERA Rules 2017 and are liable for the same.

- XVII. That the respondent has committed various acts of omission and commission by making incorrect and false statements at the time of booking. There is an inordinate delay of 7 years calculated up to November, 2024 and till date the agreement has not been executed nor has possession of the unit in the project been handed over by the respondent to the complainant. The failure of the respondent has resulted in serious consequences being borne by the complainant. The high headedness of the respondent is an illustration of how the respondent conduct their business which was only to maximize the profits with no concern for the buyers, including the complainant.
- XVIII. That the respondent is enjoying the valuable amount of consideration paid by the complainant out of his hard-earned money and the complainant realizing the same, demanded delayed possession charges from the respondent. The respondent has in complete defiance of their obligations refused to execute the agreement and hand over the possession to the complainant along with delayed possession charges leaving him with no other option but to file the present complaint. Since respondent miserably failed in their obligations, hence the complainant is entitled to delayed possession charges at the rate prescribed as per the Act, 2016 and Rules, 2017 beside compensation for huge mental torture and misrepresentation.
- XIX. That the complainant cannot be burdened with additional statutory responsibility which would have not been cast upon the complainant had the respondent complied with its obligations under law i.e., to handover the possession of the unit in the project on time. The stamp, registration charges and development charges for sale /conveyance of property have substantially

increased over the period of time/circle rates have changed. Since the due date to handover the possession was 08.07.2017, hence the complainant should not be obligated to pay any amount in this behalf that is in excess to the stamp duty charges/applicable circle rate and development charges for the area as notified as on 08.07.2017. Any additional amount on this count has to be borne by the respondent themselves. The same applies to any other statutory or other outgo, tax or expense, the rate or amount of which has gone up or which has been newly imposed over the long period of wilful inordinate delay by the respondent, which should be solely to their account and borne solely by them.

- XX. That the project is an ongoing project and hence falls under the first proviso to Section 3(1) of RERA 2016. The complainant believe that no completion certificate has been issued for the project in question till date and hence this project falls clearly under the jurisdiction of this Hon'ble Authority. Furthermore, the respondent has on its website itself stated that it is still continuing with the completion of the project.
- XXI. That the cause of action for the present complaint is recurring one on account of the failure of the respondent to perform their obligations within the agreed time frame. The cause of action again arose when the respondent failed to execute a buyer's agreement with the complainant and hand over the possession and delayed interest charges for delay on its part and finally some days back when the respondent refused to compensate the complainant with the delayed possession interest amount.

C. Relief sought by the complainant:

4. The complainant has sought following relief:
- i. Direct the respondent to execute a unit buyer's agreement with the complainant.

- ii. Direct the respondent to raise payment demands after sharing a payment plan with the complainant.
 - iii. Direct the respondent to complete the development of the project in question and to handover the possession of the unit in question to the complainant after obtaining the completion certificate.
 - iv. Direct the respondent to execute a conveyance deed after completing the development and offering the possession to the complainant.
 - v. Direct the respondent not to charge from / have the complainant pay stamp duty, development charges/other outgoes in excess to the rate prevailing/circle rate as on 08.07.2017. The respondent need to bear any additional cost towards the same or similar such outgoes or expenses.
 - vi. Direct the respondent not to charge any escalation cost and / or any hidden charges which, as a general practice of builders, may be forcibly imposed by the respondent on the complainant, at the time of possession.
 - vii. Direct the respondent to hand over the complainant the sanctioned plans, layout plans along with stage wise schedule of completion of the project.
 - viii. Direct the respondent to pay to the complainant the interest/ delayed possession charges at the applicable rates under law.
 - ix. Impose penalty on the promoter respondent on account of various defaults and illegalities under RERA Act, 2016 and their conduct and unclean hands in brazen and preplanned calculated disregard of the law to defeat its very purpose and the same be ordered to be paid to the complainant.
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. 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 parties.

D. Reply by the respondent:

7. The respondent has contested the complaint on the following grounds:
 - I. That the complaint is not at all maintainable or tenable and is liable to be out-rightly dismissed. The complainant has no locus standi to file the complaint. There is no cause of action to file the present complaint.
 - II. That the complainant is estopped from filing the present complaint by his own acts, omissions, admissions, acquiescence and laches.
 - III. That the complaint is barred by limitation.
 - IV. That the complainant has not approached this Hon'ble Authority with clean hands and has intentionally suppressed and concealed the material facts. The true facts are as under:
 - a. That around the year 2014, previous management in control of the respondent had contemplated to develop some commercial project. It seems that some investors had given expressions of interest for tentative booking of units/ areas along-with small token amounts and with a request to accept their expressions for tentative bookings regarding some units/ areas. However, no concluded contracts had ever come into existence with such applicants. It seems that the previous management shelved the project owing to various factors including lack of good response, slump in the real estate sector etc. and they eventually exited the respondent in the year 2018.
 - b. That on making enquiries, the respondent has come to know that the complainant had made a provisional booking with the previous management. The complainant had paid a sum of Rs.2,99,344/- to the respondent. The complainant has no locus standi to file the present

complaint as there is no privity of contract between the complainant and respondent. Therefore, it is apparent that the present complaint has been filed by the complainant with totally dishonest and malafide motives in order to unnecessarily harass, blackmail and pressurize the respondent.

- c. That the said token amount of Rs.2,99,344/- was acknowledged vide acknowledgment dated 08.06.2014. A reading of the said application form as well as acknowledgement also clearly reveals that the same do not constitute an allotment or a guarantee of any allotment and is rather only a provisional booking. It is also important to mention here that even as per acknowledgement letter, it is clear that acknowledgement letter along with token amount did not constitute a right to allotment nor guarantee allotment nor it created any obligations on the respondent towards the complainant. No concluded contract with the complainant ever came into existence. The complainant is well aware that other similar persons like the complainant had already taken back the amounts paid by them from the respondent along with reasonable rate of interest. However, the complainant seems to have opted to wait and now with totally malafide motives the complainant has filed the present false and baseless complaint.
- d. That the complainant has deliberately concealed the true and material facts in the complaint. It is also pertinent to mention here that since the respondent is comprised of law abiding and peace-loving persons and does not wish to be involved in unnecessary disputes and controversies, hence in order to settle the dispute amicably, the respondent is ready to refund the amount paid by the

complainant i.e., Rs.2,99,344/- along with interest @ 8% per annum from 08.07.2014.

- e. That the complainant with highly dishonest intentions has filed the present baseless and false complaint as an afterthought. The complainant being desperate and in order to somehow blackmail, extort and overawe the respondent has now approached this Hon'ble Authority knowing fully well the falsity of his complaint. The present false complaint is a dishonest attempt of the complainant to extort huge amount from the respondent. The present complaint being an abuse of the process of law is liable to be dismissed with heavy costs.

E. 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.

E.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.

E.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.

F. Maintainability of the complaint.

10. The complainant made an application for booking a unit in the project of the respondent namely, "Krrish One", situated at Golf Course Extension Road, Sector-66, Gurugram. The complainant in furtherance of the said application for booking paid an amount of Rs.2,99,344/- to the respondent.
11. The respondent in its reply dated 07.07.2025 mentioned that vide acknowledgement letter dated 08.07.2014, the respondent acknowledged the paid-up amount of Rs.2,99,344/- and a retail unit bearing no. F-D011 situated on 1st floor admeasuring 306 sq. ft. was allotted to the complainant.
12. 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.
13. The respondent in its reply dated 07.07.2025 stated that many other allottees in the same project have taken back the paid-up amount along with reasonable rate of interest and in order to settle the dispute, the respondent was ready to refund the amount of Rs.2,99,344/-paid by the complainant along with interest @8% per annum from 08.07.2014, but the complainant never came forward to take the same.

14. In the present complaint, the complainant has made a payment of Rs.2,99,344/- in furtherance of the booking application. 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."*
15. In the present complaint, neither any allotment has ever been made nor any agreement for sale has been executed. Mere an application for booking and 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.
16. This Authority further observes that for a legally enforceable contract to come into existence, there must be consensus *ad-idem* on essential terms such as identification of the unit, consideration, payment schedule, rights and obligations of the parties which are ordinarily crystallized through an allotment letter and a builder buyer agreement. In the absence of such documents, no concluded contract for sale came into existence between the parties.
17. Since no concluded contract was formed and no allotment was made, the dispute raised by the 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.

18. 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. Thus, the present complaint is dismissed accordingly.
19. Complaint as well as applications, if any, stand disposed off accordingly.
20. File be consigned to the registry.



(Phool Singh Saini)
Member



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority,
Gurugram

Dated: 20.01.2026