BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	**:**	**1233 of 2026**
Date of complaint	**:**	**20.03.2026**
Date of order	**:**	**14.08.2026**

Neet Rash Consultants LLP,
(Through its Partner- Rashmi Jain),
Having Office at: J-4, Green Park Main,
2nd Floor, New Delhi-110016. **Complainant**

Versus

1. Eldeco Infrastructure and Properties Ltd.
   Having Regd. Office at: 201-212, Splendor Forum,
   2nd Floor, Jasola District Centre, New Delhi-110025.
2. Haryana State Industrial & Infrastructure Development Corporation Ltd.
   Having Regd. Office at: Plot No. C-13-14, Sector 6, Panchkula-134109.

Respondents

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
Aditya Jain (Advocate) Complainant
Harshit Batra (Advocate) Respondent No.1
Vivek Verma (Advocate) Respondent No. 2

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 provision 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 unit details, 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 of the project	Eldeco Fairway Reserve, Sector 80 Gurgaon
2.	Nature of Project	Group Housing Colony
3.	DTCP License	Purchased through auction from HSIIDC
4.	HRERA Registration	Registered Vide no. 104 of 2024 dated 23.10.2024 valid upto 30.12.2029
5.	Unit no.	E1-2201, 22nd floor (page 86 of complaint)
6.	Unit admeasuring	1211 sq. ft. (carpet area) (page 86 of complaint)
7.	Allotment Letter	29.08.2025 (page 86 of complaint)
8.	Payment Plan	At the time of allotment: 10% Within 60 days of allotment: 15% On completion of 12th floor slab of tower or 18 months from the allotment whichever is later:25% On completion of 27th floor slab of tower or 30 months from the allotment whichever is later:25% On installation of lifts for the tower or 42 months from the allotment, whichever is later: 15% On application of OC: 5%

		On offer of Possession: 5% + possession linked charges (page 42 of reply by respondent no.1)
9.	Builder Buyer agreement	Not executed
10.	Possession Clause	Not on record
11.	Due date of possession	Cannot be ascertained in absence of agreed possession clause
12.	Total sale Consideration	Rs.3,26,25,000 /- (page 86 of complaint)
13.	Amount Paid	Rs.32,62,500/- (page 59 and 61 of complaint)
14.	Intimation mail for registration of BBA by respondent no.1	29.09.2025, 01.10.2025, 08.10.2025, 14.10.2025 (page 45- 48 of reply by respondent no.1)
15.	Email regarding termination of allotment and initiating refund without any deduction by respondent no.1	21.11.2025 (page 49 of reply by respondent no.1)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainant has made the following submissions: -

I. That the officials and authorized representatives of respondent No. 1 approached the complainant and made detailed representations regarding their project under the name and style "ELDECO FAIRWAY RESERVE", Sector-80, IMT Manesar, Gurugram, being developed by respondent No. 1. The complainant was further informed and assured that the said project stands duly registered with the Haryana Real Estate Regulatory Authority, Gurugram under Registration No. RC/REP/HARERA/GGM/880/612/2024/107 dated 23.10.2024, thereby conveying that all statutory compliances and approvals as mandated under the Act, 2016 had been duly fulfilled.

II. That pursuant to the offer contained in the brochures and representations made by respondent No. 1 and on account of its strong market positioning, the complainant, showed interest in purchasing Unit No. E1-2201 in the project "ELDECO FAIRWAY RESERVE", Sector-80, IMT Manesar, Gurugram. The said unit was projected, negotiated and priced as admeasuring 2175 sq. ft., described in the cost sheet as "Total Area inclusive of common area." It is submitted that the entire negotiation and pricing of the said unit was undertaken on the basis of such "Total Area," whereas the statutory framework under the Real Estate (Regulation and Development) Act, 2016 mandates disclosure and governance strictly on the basis of carpet area, which in the present case is 1211.35 sq.ft. The respondent has thus been marketing and monetising the project on a "total area" basis, in express violation of Part F Clause 2(ix) of the Registration Certificate and contrary to the mandate of the Act and Rules framed thereunder.

III. That at the inception itself the complainant was asked to deposit a cheque of Rs.10,00,000/- (described as Expression of Interest (EOI)) dated 17.08.2025. At the time of negotiation for the unit, neither the application form (containing detailed conditions) nor the approved draft allotment letter and agreement to sell were shared with the complainants. The negotiations were based on a standard cost sheet which was shown to the complainants. After deliberations, broad terms were negotiated and it was thus agreed as under: - (i) The rate of the flat was negotiated at Rs.15000/ - per sq. feet. (Total Area i.e. 2175 sq. feet) (i) The payment plan provided that the complainants would pay 10% of the price of the unit at the time of allotment, and 15% within 90 days of the allotment. The remaining 75% was linked with the progress of construction. (ii) It was also agreed that the first transfer after receiving 25% of the cost of the flat would be free. The cost sheet was also not provided initially, and only after receiving and encashing the said cheque of Rs.10,00,000/-, the respondent No. 1 shared a cost sheet on 17.07.2025 wherein for the first time it was disclosed that the subject flat unit No. E1 - 2201 in question would be with a "carpet area" of 1211.35 sq. ft.

IV. That though some of the terms were incorporated, the same however also did not fully reflect the terms agreed as it restricted the right of free transfer only for a period of 36 months from the date of allotment which was not agreed. The cost sheet also provided that the amount as mentioned therein would be the basic price and on which GST/ Any other Taxes/Cess would be payable extra, which was contrary 17 to clause 2(xi) Explanation (ii) of the conditions of registration. The annual maintenance cost was also left blank in the cost sheet.

V. That based on the terms agreed and recorded in the cost sheet, the complainant was called upon to deposit a further sum of Rs.22,62,500/-, which was duly paid on 28.08.2025. Upon receipt of the said amount, the respondent No. 1 issued an application form and required the complainant to execute the same. It is submitted that at the time of negotiations, neither the application form nor the detailed terms and conditions contained therein were ever shared or disclosed to the complainant, and the negotiations were confined only to the broad commercial terms reflected in the cost sheet. However, after receipt of the initial amount of Rs.10,00,000/- (towards EOI) and the subsequent amount of Rs. 22,62,500/ -, the respondent furnished a one-sided, pre-printed application form running into approximately 24 pages, which was incomplete and contained several blank fields. The complainant was nevertheless asked to sign the same on the assurance that the requisite particulars would be filled in by the representatives of the respondent in accordance with the terms mutually agreed during negotiations. Once a signed application form was received from the complainant, he was asked to deposit the balance amount, such that the total deposit constituted 10% of the cost of the flat, i.e. Rs 32,62,500/- which is necessary for the issuance of the allotment letter. Hence, the complainant has deposited a total amount of Rs 32,62,500/ - with ELDECO constituting 10% of the total cost of the Unit.

VI. That thereafter, the respondent No. 1 issued an anti-dated "Allotment Letter" dated 29.08.2025. The allotment was anti-dated only to render redundant the negotiated clause which required a balance 15% to be paid in 90 days as against the original offer of the respondent No. 1 of 60 days. The said allotment letter duly recognises that the complainant herein is an allottee of Unit No. E1-2201. It is however submitted that: - (i) In terms of clause 2(xvi) of the Registration, the allotment letter ought to be in the prescribed format approved by RERA. It is submitted that the complainant had requested for issuance of a duly compliant and approved allotment letter, which has till date not been shared with the complainant. This is thus a violation of clause 2(xvi) of the registration. (i) In terms of clause 2(xiv) and (xv) of the registration, the respondent No. 1 is obligated to make every allottee a member of the association of allottee and for which purpose it was also required to share with the complainant a form for becoming a member thereof. It is submitted that no such form has been shared by the respondent No. 1 with the complainant in violation of clauses 2(xiv) and (xv) of the registration. (iii) In the allotment letter dated 29.08.2025, the respondent No. 1 has incorporated a terms to the effect that apart from the cost of the project, the complainant would have to pay the applicable GST as may be levied. It is however submitted that the negotiated price is a price inclusive of the GST and in the allotment letter issued to the complainant there is no specific stipulation that GST would be levied over and above the agreed amount of Rs.15000/sq ft.

VII. That once respondent No. 1 had received and accepted 10% of the total cost of the unit and an allotment letter has been issued, the same can neither be described as provisional nor conditional in any manner and cannot be subjected to any unilateral action by respondent No. 1 which is bound to comply with the mandate of Act, 2016 in its relationship with the complainant.

VIII. That respondent No. 1 cannot override the regulatory regime based on one-sided terms incorporated in the application form and consequently undermine the statutory rights of an allottee or dilute the mandatory requirement of executing a RERA-compliant Agreement for Sale/Builder Buyer Agreement.

IX. That the respondent No. 1 also provided the applicant with the statement of account and customer ledger. The said Statement contains space for "Superbuilt up" as well as "Built Up" area with space provided for the area to be filled in. In the said ledger no details of the "Super-built up" as well as "Built Up" area was mentioned and instead it was filled as "0".

X. That notwithstanding the respondent having negotiated, priced and agreed to sell the subject unit on the basis of a "Total Area/Super Built-up Area", the respondent has deliberately suppressed the disclosure of such super built-up area in its formal records. While the consideration was calculated at the agreed rate on the super built-up area, the respondent has shown the built-up area and super built-up area as "0" in the statement of account and customer ledger, thereby concealing the very basis on which the price has been charged. Such selective disclosure, charging consideration on super built-up area while omitting the same from statutory and financial records, renders the pricing opaque, prevents verification of loading and FAR utilisation, and constitutes a material concealment of facts, misrepresentation, and breach of the statutory duties of transparency imposed upon the promoter under the RERA framework.

XI. That despite having received the maximum permissible amount under Section 13 of the Real Estate (Regulation and Development) Act, 2016 and having issued an allotment letter, respondent No. 1 continued to treat the allotment as conditional and sought to compel execution of an agreement for sale which materially deviates from the allotment letter filed before HARERA as well as from the HARERA Model Agreement. The allotment letter issued to the complainant is in a materially modified, non-standard and promoter-centric format, containing additional clauses and altered conditions not forming part of the version filed with and approved by the Authority. The said deviation constitutes a direct violation of Section 11(3) of the Act read with condition 2(xvi) of the Registration Certificate, which mandates issuance of allotment letters strictly in the format approved by the Authority. Though consideration was charged on super built-up/total area, the same has not been disclosed anywhere in the allotment letter, amounting to suppression of pricing basis. The registration condition 2(ix) Explanation mandates that total price shall be inclusive of taxes up to possession; however, the issued allotment letter and cost sheet make GST payable extra, thereby breaching express conditions of registration. The transfer clause has been unilaterally restricted to 36 months, contrary to the balanced framework of the Model format. Cancellation rights have been drafted in a promoter-centric manner, disturbing the statutory balance envisaged under RERA. The reference to execution of ATS has been used as a coercive device to threaten cancellation despite acceptance of 10% consideration, thereby violating Section 13 of the Act.

XII. That the respondent No. 1 agreement excludes commercial areas from the definition of common areas and reserves unfettered rights to deal with such areas, contrary to Section 2(n) of RERA, thereby narrowing statutory rights of allottees. The Agreement merges all project phases as "integral and indivisible", enabling cross-utilisation of infrastructure and FAR without transparent segregation, which materially alters the project accountability framework. In case of variation in carpet area, instead of refunding within 90 days with interest as mandated in the Model Agreement, the respondent No. 1 Agreement merely provides adjustment in future milestones, thereby diluting statutory refund protection. The "Time is Essence" clause in the Model Agreement specifies fixed OC and CC timelines; however, the Respondent No. 1 Agreement omits such definitive timelines and weakens possession obligations. Clause 6.3 freezes two towers and club facilities due to the HT Line and immunises the promoter from claims, thereby contractually overriding statutory rights and shifting regulatory risk onto allottees. The cancellation clause expands forfeiture beyond statutory limits by introducing "Non-Refundable Amounts", brokerage, taxes, and other heads, which are not contemplated under the RERA Model Agreement and are hit by Section 89 of the Act. Maintenance, safeguarding and holding charges are triggered 60 days from offer of possession, even if actual possession is not taken, thereby monetising delay against the allottee without statutory backing. Compensation for delay is restricted only till "offer of possession" and not to actual possession, which materially curtails the allottee's right under Section 18. The defect of liability clause introduces exclusions not contemplated under Section 14(3), thereby diluting statutory liability. The Agreement permits future mortgaging of land and receivables with blanket consent of allottee, expanding promoter's financial discretion beyond Model safeguards. Thus, the so-called "HARERA Compliant ATS" furnished to the Complainant is materially different from the HARERA Model Agreement obtained through RTI and deviates from the version filed at the time of registration. These deviations are substantive, prejudicial and contrary to the statutory scheme of the Act.

XIII. That on 08.10.2025 the respondent sent an email requiring the complainant to enter into a builder buyer agreement (BBA)/ATS as shared by the respondent and expected that the complainant herein to sign on dotted lines to enable the respondent to resile from the terms at a future date. It is stated that the email dated 8.10.2025 stated as under: - "As you are aware that the registration of Agreement for Sale is mandate as per the applicable laws. Therefore, we request you to come forward to get the Agreement for Sale registered and complete the associated formalities at the earliest. For further clarifications and registration related details, kindly contact our Customer Care Executive, Ms. Tushita.

XIV. That on 14.10.2025, the respondent again sent a letter stating that:- Respected M/S. Neet Rash Consultants LLP, We, Eldeco Infrastructure & Properties Limited, wish to bring to your| kind attention and reiterate that registration of Agreement for Unit No. E1-2201 is pending. As per Clause 20 of the Agreement, wherein it has been clearly mentioned that: "the Allottee and the Promoter have an obligation to execute thy Agreement and also register the Agreement as per the provision of the relevant Act of the State. If the Allottee(s) fails to execute and deliver to the Promoter, the Agreement within 30 (thirty) days from the date of its receipt by the Allottee and further fails to register the Agreement, as per intimation by the Promoter, then the Promote shall serve a notice to the Allottee for rectifying the default, which if not rectified within 60 (sixty) days from the date of its receipt by the Allottee, then the allotment of Allottee shall be treated as cancelled." Please note that registration of the Agreement is essential as per the RERA, failing which the rights in respect of the allotted unit may be in jeopardy: and it may further lead to unwarranted consequences. For the reasons best known to your kind self, despite repeated request, you have not come forward for registration of the agreement till date. In view of above it is suggested to get the agreement registered by 30th October 2025 without any further delays failing which we shall be constrained to cancel your allotment in terms of the agreement.

XV. That on 29.10.2025, the complainant addressed a detailed written communication to the respondent vide mail, the complainant raised specific and legitimate objections, inter alia - failure to disclose the name, designation, and authorisation of the signatory executing the agreement on behalf of the respondent; unilateral alteration of the agreed payment schedule, reducing the second instalment timeline from 90 days to 60 days; complete absence of any mention of the "Super Built-up Area" in the agreement when the entire negotiation was based thereon. It was thus requested that in addition to the Carpet Area, which is the requirement of RERA, an additional information of "Super-built-up area" ought to also be mentioned which would give legitimacy to the same and which would enable to deal with the said flat based on the said area; incorrect and incomplete entries in the statement of account/customer ledger, showing built-up and super built-up area as "zero"; deviation from the agreed position regarding transfer fee, particularly the imposition of restrictions contrary to negotiations; incorrect inclusion of a servant quarter in Schedule-C despite no such provision in the approved plan, absence of brand/model specifications for fittings, and omission of master bedroom specifications; and complete absence of clarity regarding post handover maintenance charges.

XVI. That the complainant also objected to the inclusion of onerous and non-negotiated clauses permitting forfeiture of 10% of the total price along with further non-refundable deductions and categorically stated that such clauses were neither disclosed during negotiations nor permissible under the RERA framework. The Complainant specifically recorded that the presence of such clauses created a reasonable apprehension that the draft agreement was not in consonance with the model agreement approved by the Authority.

XVII. That on 31.10.2025, the complainant, through its partner, addressed a detailed written communication to respondent No. 1 in response to the letter dated 14.10.2025, clearly setting out the reference particulars including the cost sheet. By the said communication, the complainant enclosed a duly signed and reasoned reply objecting to the builder buyer agreement sought to be executed, specifically pointing out that several clauses therein were neither agreed upon at the time of issuance of the cost sheet nor formed part of the negotiations preceding the application and allotment. The complainant categorically sought issuance of an agreement strictly in accordance with the provisions of the RERA Act and the Haryana RERA framework, incorporating the mutually agreed commercial terms and specifications, thereby unequivocally demonstrating its readiness and willingness to execute a lawful and RERA-compliant agreement, while resisting execution of a document containing unilateral and non-negotiated stipulation.

XVIII. That on 13.11.2025, respondent No. 1, addressed an email to the complainant in response to the complainant's notice dated 14.10.2025, wherein it categorically asserted that the terms and conditions contained in the application form were "transparently disclosed" and that the terms of the Agreement for Sale (ATS) were strictly as per the Application Form and not open to any modification. The respondent further stated that in case the complainant had any reservations, the only option available was to withdraw the application form, thereby making execution of the unaltered ATS a pre-condition and foreclosing any scope for incorporation of mutually negotiated terms. The respondent No. 1 also recorded that an extension for payment had been granted till 19.11.2025 on the alleged assurance that the complainant would either execute the ATS or 'withdraw, and threatened to take action in terms of the application form and ATS in the event of non-compliance. The said communication clearly demonstrates a coercive posture adopted by the respondent, treating the agreement for sale as non-negotiable and attempting to compel execution on a "sign as is or withdraw" basis, notwithstanding the complainant's prior objections regarding deviation from the

RERA-compliant format and agreed commercial terms, thereby undermining the statutory mandate under Section 13 of the Act.

XIX. That the complainant sent another email dated 18.11.2025 to the respondent No. 1 regarding the Agreement for Sale (ATS), and in response to the above mail sent by the complainant, the respondent No. 1, vide email dated 21.11.2025, replied to the complainant

XX. The aforesaid email demonstrates the respondent No. 1 reluctance in either sharing the RERA approved agreement or executing the same and instead acts coercively and unlawfully requiring the complainants to sign on dotted lines and undermine the statutory regime. The threat of cancellation and refund despite legitimate and contemporaneous objections raised prior to execution of the Agreement for Sale were falsely characterised as an "afterthought" and which is sought to be made a basis for unilateral cancellation and forced refund. It is submitted that such action is ex-facie illegal and contrary to Sections 13, 18 and 19 of the RERA Act, 2016, and further establishes that the respondent No.1 seeks to violate not only the act but also the express conditions of registration. It is submitted that instead of curing defects in the ATS shared with the complainants to align it with the RERA Approved agreement, the respondent seeks to compel the complainant to exit the project by withdrawing the allotment, processing a refund without consent and then to re-sell the unit at a higher rate to other gullible investors.

XXI. That on 11.12.2025, the complainant addressed a written communication to respondent No. 1 in response to its emails dated 08.12.2025 and 10.12.2025, categorically denying the allegation of default and objecting to the threatened cancellation and unilateral refund of the allotted unit. It was specifically placed on record that no consent had been given for cancellation or refund and that any such unilateral action would be illegal, coercive and in violation of Sections 11, 13, 18 and 19 of the Act, 2016. The allottee further clarified that the non-execution of the Agreement for Sale was solely on account of the respondent's failure to provide a duly HRERA compliant and mutually agreed agreement incorporating statutory disclosures and agreed commercial terms, and reiterated readiness and willingness to execute a compliant agreement upon proper disclosure, while reserving all statutory and legal remedies in the event of any unlawful cancellation or refund.

XXII. That the respondent's mala fide conduct stands conclusively admitted in its email dated 08.12.2025, wherein it has categorically asserted that his stand is legally untenable and exposes a deliberate device to defeat the statutory scheme, inasmuch as the respondent admittedly accepted and retained 10% of the total consideration, issued an Allotment Letter, negotiated and priced the unit on a super built-up/ total area basis, and thereafter sought to deny the complainant's status as an allottee solely to avoid execution of a RERA-compliant Agreement for Sale and to evade disclosure of super built-up area, loading and FAR reconciliation. Such conduct directly violates Section 13(1) of the Act, which prohibits acceptance of more than 10% of the cost without entering into and registering an Agreement for Sale, and further demonstrates a continuing and material breach of Sections 4, 11 and 19, since by refusing to execute the ATS and by recording "0" against built-up and super built-up area in the Customer Ledger while charging consideration on that very basis, the Respondent has attempted to monetise unverifiable and unlawful area in excess of permissible FAR and to extinguish statutory buyer protections at will.

The aforesaid admissions therefore establish a conscious, systemic abuse of the RERA framework and independently attract revocation of registration under Section 7(1)(a) and 7(1)(b) of the Act.

XXIII. That the respondent, without complying with the complainant's aforesaid email dated 27.11.2025 and without curing any of the statutory defects pointed out therein instead sent an email dated 10.12.2025 to the complainant and in reply to the respondent's aforesaid email dated 10.12.2025, the complainant along with other flat buyers sent a joint representation dated 11.12.2025 to the respondent. It is submitted that no consent has been given by the complainants for cancellation or refund and that any unilateral cancellation is illegal, coercive, and void, thereby further reinforcing the respondent's continued and deliberate violation of the provisions of the RERA Act, 2016. That the respondent, in continuation of its coercive conduct, sent an email dated 12.12.2025 to the complainant enclosing a cheque copy of the amount unilaterally sought to be refunded.

XXIV. That on 12.12.2025, the complainant again addressed an email to the respondent and other concerned persons, stating that the actions of the respondent as are reflected from the documents sent for signatures and subsequent correspondence that there is a concerted, blatant and an undisguised attempt to undermine the regulatory regime of the Act, Rules and Regulations framed thereunder which is thus a violation of clause 2(vi) of the registration certificate.

XXV. That there is non-compliances of the RERA Act and Haryana RERA Rules, absence of mandatory RERA registration of HSIIDC (respondent no. 2) by respondent no. 1, registration granted without prerequisite title, license & development rights, non-disclosure of mandatory documents, denial of informed consent for project, distortion of area, FAR & pricing discipline in project, illegal claim, lack of entitlement and misuse of IGBC/GREEN FAR incentive, escrow violations, failure of statutory duties by HSSIDC, GMDA, T & CP.

XXVI. That the complainant is therefore constrained to invoke the jurisdiction of this Authority under Section 31 of the Act seeking protection of statutory rights and appropriate directions.

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

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

I. Revoke and cancel the registration certificate of respondent.

II. Direct the respondent no.1 as well as the concerned officers to ensure immediate uploading and public disclosure of all mandatory documents.

III. Direct the respondent no.1 to cease desist and refrain from advertisement booking of any unit.

IV. Direct to call for records and information and conduct inquiry and investigation into the affairs of respondent no.1.

V. Issue appropriate directions toward compensation to the complainant.

VI. Direct the respondent no.2 to clarify whether any binding assurance commitment or timeline was formally issued to respondent no.1 regarding relocation of the said high tension line.

VII. Direct Respondent No. 2 to disclose whether construction of towers, club building, services area and main entry access affected by the said High-Tension Line is presently permissible under applicable safety norms, right-of-way regulations and planning laws;

VIII. Direct Respondent No. 2, in coordination with this Hon'ble Authority, to conduct and submit a compliance and safety report regarding the impact of the 66 KV High Tension Line on the project land and amenities proposed therein;

IX. Direct Respondent No. 2 (HSIIDC) to obtained registration under Section 3 of the Real Estate (Regulation and Development) Act, 2016 in respect of the land, infrastructure development, licensing arrangements, or any real estate component forming part of or connected with the Sector-80, IMT Manesar, Gurugram, and in the event no such registration has been obtained.

X. In the event it is found that Respondent No. 2 is undertaking development activity within the meaning of the Act without obtaining mandatory registration, initiate appropriate action under the provisions of the Real Estate (Regulation and Development) Act, 2016, including issuance of directions and imposition of consequences as contemplated therein.

XI. In the event this Hon'ble Authority finds that Respondent No. 2 (HSIIDC) has undertaken or facilitated development activity, land development, infrastructure-linked real estate activity, or any function falling within the definition of "promoter" under Section 2(zk) of the Act without obtaining mandatory registration under Section 3 of the Real Estate (Regulation and Development) Act, 2016, direct initiation of proceedings and impose penalty under Section 59 of the Act for non-registration of a real estate project, along with such further regulatory consequences as deemed fit in accordance with law.

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.

D. Reply by the respondent.

6. The respondent no.1 vide reply dated 30.09.2025 contested the complaint on the following grounds: -

i. That the present complaint is in respect of the unit no. E1-2201, 22nd floor, in Tower Pinehurst-2 in the real estate project registered under the name and style of "Eldeco Fairway Reserve" situated at Sector 80, Manesar, Gurugram registered before this Ld. Authority vide RC bearing no. GGM/880/612/2024/107 dated 23.10.2024.

ii. That during the entire proceedings for the grant of the registration certificate, the respondent duly submitted all requisite licenses, approvals, and statutory documents before the Authority. That each and every document was thoroughly scrutinized, verified, and approved by the Authority. It is categorically submitted that the registration certificate was granted only after the Authority was fully satisfied that the respondent had complied with all provisions of the Act, Rules, and Regulations thereunder. The present complaint is nothing but a *malafide* and vexatious attempt by the complainant to indirectly challenge the validity of the registration certificate duly granted, to mount undue pressure on the respondent No. 1, which is wholly impermissible in law.

iii. That the complainant, being interested in the project of the respondent, sought to book a unit in the said project after conducting their due diligence, and after having been independently and completely satisfied with all the aspects, details, construction status, licenses, approvals, and statutory documents, etc., of the project.

iv. That the complainant sought booking of a unit in the project of the respondent vide application form dated 27.08.2025 and made payment of token money of Rs. 10,00,000/-, against which a receipt dated 27.08.2025, was issued by the respondent. Thereafter, another installment of Rs. 22,62,500/- was paid by the complainant towards seeking allotment of the unit, against which receipt dated 28.08.2025 was issued.

v. That the complainant executed the application form only after being fully satisfied with the layout plan, payment plan, approvals, title documents, sanctioned building plans etc and all other terms and conditions of the allotment, and after seeking and receiving all requisite clarifications in relation to the project. Furthermore, the application form categorically noted that the carpet area of the unit is 1211 sq. ft. It is respectfully submitted that the mere submission of the application and payment of the booking amount do not confer any right to allotment nor do they constitute a binding agreement for sale. The application form unequivocally stipulates that a binding contractual relationship arises only upon the timely execution and registration of the agreement for sale along with payment of the amounts due thereunder. It is further expressly provided that failure to execute and/or register the agreement within the stipulated period, despite due notice, entitles the promoter to cancel the application and forfeit the booking amount.

vi. That the invitation to offer of the complainant was accepted subject to the terms and conditions of the application form, as noted above, and the respondent offered to provisionally allotted a flat bearing no. E1-2201 on 22nd Floor, tentatively measuring 1211 sq. ft. carpet area, having total sales consideration of Rs. 3,26,25,000/- excluding taxes and other charges vide allotment letter dated 29.08.2025.

vii. That the allotment letter also categorically mentions that the said allotment of the unit is provisional and conditional upon the timely execution and registration of the agreement for sale.

viii. That, accordingly, the respondent shared the signed copies of agreement for sale dated 29.08.2025 with the complainant and requested the complainant to sign and deliver the signed copies to the respondent. The complainant was aware that it was under an obligation to sign and return the copies within 30 days of receipt thereof.

ix. That, it is an admitted fact that the complainant has failed to execute the agreement for sale within the stipulated time. That in the absence of compliance with this obligation and no execution of any mutually agreed document, the tentative allotment did not stand.

x. That it is pertinent to mention herein that, in terms of the provisional allotment, the complainant was aware about their obligation to make payment as per the agreed payment plan, however, the complainant failed to make payment and continued to delay the execution of the agreement for sale.

xi. That certain queries raised by the complainant relating to the execution of the said agreement were duly resolved and addressed during the meeting between the parties. Post discussions, vide email dated 20.08.2025, it was further clarified to the complainant that the company would not be able to make any modifications in the payment plan and specification as per their whims and fancies. It is further pertinent to mention that refund was also offered to the complainant for not proceeding further with the allotment, however upon receiving the necessary clarifications, the complainant conveyed satisfaction and instructed the respondent to proceed with the agreement for sale, despite which, the complainant later failed to execute the said agreement.

xii. That despite having cleared all the queries, the complainant miserably failed in the execution of the said agreement, and hence, no right under the tentative allotment stood in favour of the complainant. Despite having issued various reminders, the complainant miserably failed in coming forward for the execution of the said agreement for sale, thereby leading to the withdrawal/termination of the allotment offer. The said withdrawal/termination was duly communicated to the complainant vide email dated 21.11.2025 which was further clarified vide email dated 08.12.2025. Needless to say, the respondent has given ample time and opportunity to the complainant to execute the agreement and owing to the continuing willful default on part of the complainant and in breach of the payment plan, the respondent was left with no other option but to withdraw/terminate the allotment offer.

xiii. That with the termination of allotment of the unit, and the fact that the complainant had paid only 10% of the basic sales consideration, as evident from the statement of accounts attached herewith, and the absolute failure of the complainant to execute the agreement accounted for grave and substantive defaults on part of the complainant, and in such circumstances, allowed the respondent to forfeit the amounts paid, however, acting in utmost *bonafide and as a gesture of goodwill without being bound to do so*, the respondent had duly intimated the refund details vide email dated 10.12.2025 and further asked regarding the account details and thereafter issued the refund cheque of the entire amount back to the complainant, attached the same, and intimated the complainant vide email dated 12.12.2025 to collect the said cheques from the office of the respondent. that in the facts of the present case, when the terms of allotment were subject to the execution of the agreement and no agreement has been executed, there stands no right or equity in favour of the complainant.

xiv. That the right of the respondent to validly cancel/terminate the unit upon non execution of the agreement arises also from the Model RERA Agreement which also recognizes the default of the allottee upon cancellation of the unit in case of default of the allottee. That pursuant to such withdrawal/termination of the allotment of said unit and with no rights whatsoever of the complainant over the said unit, it has been allotted to the third party.

xv. That the complainant is not '*allottee*' under the Section 2(d) of the RERA Act. It is respectfully submitted that the relationship of promoter and allottee, as contemplated under the Act, arises only upon the existence of a concluded and legally enforceable agreement between the parties, reflecting mutual consensus ad idem with respect to the essential terms of allotment. That such consensus is derived from the execution of an agreement for sale between the parties on the terms and conditions, as may be agreed between the parties, which has not been executed in the present case solely due to the wilful defaults of the complainant herein. That as noted above, the intent with which the unit was sought to be booked was expressed in the application form along with offered terms and conditions, which would only bind the parties once the agreement on those terms is executed, showing consensus between the parties, however, the same was never done in the present matter.

xvi. That under the statutory scheme of the RERA Act, the mere submission of an application form, or issuance of a provisional or tentative allotment does not, in itself, confer the status of an "*allottee*" upon any person. The legislature, in its wisdom, has consciously employed the term "*allottee*" to mean a person to whom a plot, apartment, or building has been allotted, sold, or otherwise transferred by the promoter, which necessarily presupposes the execution of a binding agreement for sale or an equivalent contractual instrument.

xvii. That at this stage, the relevant terms of the tentative allotment are of essence to be noted, which are reiterated hereunder:

> *"**You may please note that the allotment herein made is provisional and is subject to signing, execution, and registration of the Agreement for Sale of the Unit**/Apartment in the time bound manner as prescribed in the Application. You would be required to enroll yourself as a member of Association of Allottees to be registered for this Project. You would be required to comply with the terms and conditions of the Application and the Agreement for Sale and make timely payment(s) in accordance with the Payment Plan as mentioned in **Annexure A**.*
>
> ***Please note that this provisional allotment is liable to be cancelled and/or withdrawn, in the event of any breach of the terms and conditions of the Application, non-execution of the Agreement for Sale in the time bound manner and/or any delay, default or non-payment of the installments as per the Payment Plan, at the discretion of the Company. Further, in the event of any such termination, cancellation or withdrawal of the allotment, the amounts paid by you towards the allotment shall be refunded after deductions, if any, as per the terms of the Application"***

xviii. That the terms of the allotment were subject to the final terms and conditions to be executed in form of agreement, as was duly and timely shared to the complainant by the respondent. However, with the default of the obligation of execution of the agreement, the terms of the tentative allotment became null and void and thus, cannot be relied upon.

xix. That it is a settled principle of law that, in the absence of a concluded contract, it does not create any vested or enforceable right in favour of the person making any payment.

xx. That the complainant has raised a number of false allegations, without an iota of proof, which cannot be allowed under any circumstances. The answering respondent denies all such allegations, including non-execution of allotment letter and agreement for sale in the format that has been approved by the

Authority at the time of registration of the project or, non-disclosure of any documents or any alleged illegality.

xxi. That the complainant had failed to prove any violation of the provisions of the RERA Act, Rules or Regulations thereunder, hence, the relief of the complainant qua cancellation of registration of the project is vehemently denied.

xxii. That the complainant is not an "*aggrieved person*" and not entitled to file a complaint under section 31 of the Act. The complainant is deliberately seeking to multiple reliefs relating to the entire project, none of which are bonafide or relevant to the unit in question hence, the complainant is not an "*aggrieved person*" and there is no cause of action to file the complaint.

xxiii. That without prejudice to the submissions of the respondent qua complainant not being an "*allottee*" it is submitted that it is of the essence to note that the only section of the RERA Act dealing with the termination is section 11(5); however, the complainant has failed to invoke the said section. Moreover, no relief for setting aside the termination has been sought by the complainant. That without prejudice to the submissions of the respondent, even section 11(5) of the RERA Act can only be invoked by the complainant in case of deviation from the agreed terms of the agreement however, in the present case, the complainant has failed in executing the agreement for sale. Hence, the case of the complainant should be dismissed.

xxiv. That all the relief sought by the complainant are against the project in question and none of the relief is qua setting aside withdrawal/termination. The respondent submits that the allegations and reliefs sought by the complainant are wholly misconceived, without any basis in law or fact, and deserve to be rejected. That the complainant has merely made assertions and no documentary proof have been attached to prove any violation by the respondent.

xxv. That the registration certificate bearing No. RC/REP/HARERA/GGM/880/612/2024/107 dated 23.10.2024, was granted by the Authority in full compliance with the applicable statutory requirements. the complainant has failed to demonstrate any material irregularity or intentional violation warranting revocation or cancellation of the registration.

xxvi. That all mandatory documents, annexures, and information required under Form REP-1, including approved allotment letters, Agreements for Sale, statutory NOCs, approvals, title documents, and undertakings, have been duly submitted to the Authority, hence, the allegation of non-disclosure or concealment of information is denied by the respondent. In view of all the documents already submitted before the Authority, there stands no reason for inquiry under section 35. Furthermore, the respondent vehemently deny that there has been monetisation of area in excess of the permissible FAR. The development of the project is done under the permissible FAR area, and the complainant is making frivolous claims as an afterthought, as the unit of the complainant has already been cancelled due to the default of the complainant itself. It is submitted that there has been no excess sale, FAR violation, or other non-compliance warranting any inquiry, penalty, or regulatory action. The complainant's request for investigation and imposition of penalties is speculative, unsubstantiated, and cannot form the basis of any relief.

xxvii. That penalty or interest under section 38 of the Act, is imposed when there has been any contravention of obligation by the promoter, however, in the present matter, it is the allottee who is a defaulter, and there is no contravention on part of the respondent promoter. It is submitted that the complainant has also sought relief of compensation for alleged losses which cannot be granted to the complainant by the Authority due to the lack of jurisdiction. Hence, in the facts and circumstances of the present case, the present complaint is bound to be dismissed.

xxviii. That the present complaint has been signed by one Ms. Rashmi Jain on behalf of the Complainant LLP, however, no authority letter/resolution has been filed along with the present complaint authorizing Ms. Rashi Jain to file the present matter, and thus the present complaint is prima facie not maintainable and deserves to be dismissed.

7. The respondent no.2 vide reply dated 20.05.2026 contested the complaint on the following grounds: -

i. That in the present matter, claim is submitted by Neet Rash Consultants against the compliances made in the project under the name and style "ELDECO FAIRWAY RESERVE", Sector-80, IMT Manesar, Gurugram, being developed by respondent No. 1.

ii. That Plot No. GH-02 measuring 33,752 sq. mtrs. located in Sector-80, Gurugram, was auctioned by the HSIIDC with the applicable policies, terms, and conditions. The said plot was allotted to M/s Eldeco Infrastructure and Properties Limited vide RLA No. HSIIDC:217-220 dated 24.07.2023 without offer of possession and the allotment was expressly made on an "as is where basis" clearly indicating that the plot was being offered in its existing physical and infrastructural conditions. Possession of the said plot was handed over to the allottee vide letter No. 1518 dated 05.10.2023. As per the approved layout plan (Drawing No. 1540 dated 05.12.2023), a 66 KV power line has been indicated as passing over or affecting the said plot. The same power line is also reflected in the approved zoning plan (Drawing No. 1522 dated 08.08.2023), with the remark: "66 KV power line to be realigned underground within ROW." It is pertinent to mention here that the building plan said plot as been approved by the HSIID vide office letter No. 440-448 dated 27.06.2024, in accordance with HBC-2017 and its amendments.

iii. That the allottee, ELDECO, after conducting due inspection and being fully aware of the site conditions and infrastructure status, voluntarily participated in the auction process and emerged as the successful bidder.

iv. That HSIID has already deposited estimate for shifting/re-routing of part section 66 KV D/c Badshahpur-Old Manesar line has been issued vide letter no. 1148-49 dated 05.09.2024 to The Executive Engineer, TS Division, HVPNL, Sector-1, Manesar. Further, an amount of Rs.12,53,92,800/- was also deposited to HVPNL on dated 04.09.2024 to carry out the shifting of 66 KV lines from residential Sector-80, Manesar. As informed by Electrical Division, HSIIDC, Udyog Vihar, Gurgaon that HVPNL has awarded the work to the contractor & shifting of work in progress.

v. That the complainant has no cause of action to file the present complaint against the respondent No.2. It is submitted herein that cause of action as alleged in the instant complaint against the answering respondent No.2 is false and fictitious one and the complaint is liable to be rejected on this score alone.

8. 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. Maintainability of the complaint.

9. The complainant has submitted that there is non-compliances of the RERA Act and Haryana RERA Rules, absence of mandatory RERA registration of HSIIDC (respondent no. 2) by respondent no. 1, registration granted without prerequisite title, license & development rights, non-disclosure of mandatory documents, denial of informed consent for project, distortion of area, FAR & pricing discipline in project, illegal claim, lack of entitlement and misuse of IGBC/GREEN FAR incentive, escrow violations, failure of statutory duties by HSSIDC, GMDA, T & CP. The respondent no.1 vide its reply has submitted that the application form unequivocally stipulates that a binding contractual relationship arises only upon the timely execution and registration of the agreement for sale along with payment of the amounts due thereunder. It is further expressly provided that failure to execute and/or register the agreement within the stipulated period, despite due notice, entitles the promoter to cancel the application and forfeit the booking amount. The allotment letter also categorically mentions that the said allotment of the unit is provisional and conditional upon the timely execution and registration of the agreement for sale. However, despite having issued various reminders, the complainant miserably failed in coming forward for the execution of the said agreement for sale, thereby leading to the withdrawal/termination of the allotment offer. The said withdrawal/termination was duly communicated to the complainant vide email dated 21.11.2025. The respondent no.1 further

submitted that the complainant is not *'allottee'* under the Section 2(d) of the RERA Act as the relationship of promoter and allottee, as contemplated under the Act, arises only upon the existence of a concluded and legally enforceable agreement between the parties, which has not been executed in the present case solely due to the wilful defaults of the complainant. It is further contended that the complainant had failed to prove any violation of the provisions of the RERA Act, Rules or Regulations thereunder. The complainant is deliberately seeking to multiple reliefs relating to the entire project, none of which are bonafide or relevant to the unit in question hence, the complainant is not an "*aggrieved person*" and there is no cause of action to file the complaint. The complainant has merely made assertions, and no documentary proof have been attached to prove any violation by the respondent. Further, the registration certificate bearing No. RC/REP/HARERA/GGM/880/612/2024/107 dated 23.10.2024, was granted by the Authority in full compliance with the applicable statutory requirements. The complainant has failed to demonstrate any material irregularity or intentional violation warranting revocation or cancellation of the registration. Moreover, all mandatory documents, annexures, and information required under Form REP-1, including approved allotment letters, Agreements for Sale, statutory NOCs, approvals, title documents, and undertakings, have been duly submitted to the Authority. The respondent no.2 has submitted that the complainant has no cause of action to file the present complaint against it.

10. After considering the documents available on record as well as submissions made by the parties, the Authority is satisfied that the complainant is at fault and the respondent no.1 has rightly terminated

the provisional allotment vide email dated 21.11.2025, on failure of the complainant to come forward to finalize the allotment and to execute the agreement for sale despite multiple reminders. This Authority observes that the transaction relied upon by the complainant is founded primarily upon certain payment receipts and a provisional allotment issued in respect of the subject unit against the booking amount. The said provisional allotment was expressly conditional upon the signing, execution and registration of the Agreement for Sale within the stipulated period and in the manner prescribed in the application/booking documents. The record further reveals that no formal or final allotment of the subject unit was ever made in favour of the complainant, nor was any Agreement for Sale executed between the parties. Thus, the transaction between the parties remained confined to the stage of booking/provisional allotment and never culminated in a concluded allotment or transfer of any plot, apartment or building in favour of the complainant.

11. The counsel for the respondent no.1 vide its reply has submitted that the complainant is not '*allottee*' under the Section 2(d) of the RERA Act as the relationship of promoter and allottee, as contemplated under the Act, arises only upon the existence of a concluded and legally enforceable agreement between the parties, which has not been executed in the present case solely due to the wilful defaults of the complainant. Further, the allotment letter also categorically mentions that the said allotment of the unit is provisional and conditional upon the timely execution and registration of the agreement for sale. However, despite having issued various reminders, the complainant miserably failed in coming forward for the execution of the said agreement for sale, thereby leading to the withdrawal/termination of

the allotment offer. The relevant terms of the tentative allotment are reiterated hereunder:

> *"**You may please note that the allotment herein made is provisional and is subject to signing, execution, and registration of the Agreement for Sale of the Unit**/Apartment in the time bound manner as prescribed in the Application. You would be required to enroll yourself as a member of Association of Allottees to be registered for this Project. You would be required to comply with the terms and conditions of the Application and the Agreement for Sale and make timely payment(s) in accordance with the Payment Plan as mentioned in **Annexure A**.*
> ***Please note that this provisional allotment is liable to be cancelled and/or withdrawn, in the event of any breach of the terms and conditions of the Application, non-execution of the Agreement for Sale in the time bound manner and/or any delay, default or non-payment of the installments as per the Payment Plan, at the discretion of the Company. Further, in the event of any such termination, cancellation or withdrawal of the allotment, the amounts paid by you towards the allotment shall be refunded after deductions, if any, as per the terms of the Application"***

12. The Authority observes that before examining the merits of the case, it is necessary to determine whether the complainant falls within the definition of allottee or not under the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

> *"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."*

13. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, the allotment relied upon by the complainant was admittedly provisional in nature and was expressly subject to the signing, execution and registration of the Agreement for Sale within the stipulated time. The material available on record does not establish that any formal or final

allotment of the subject unit was ever made in favour of the complainant. Mere payment of a booking amount, coupled with issuance of receipts acknowledging such payment and a provisional allotment, cannot, in the facts and circumstances of the present case, by itself confer upon the complainant the statutory status of an "allottee", particularly when the subsequent execution of the Agreement for Sale was an essential and stipulated condition for crystallisation of the transaction and the same admittedly never took place.

14. 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. Such terms are ordinarily crystallised and given legal effect through the formal allotment documents and the Agreement for Sale. In the present case, in the absence of a final allotment and a duly executed Agreement for Sale, the essential terms of the proposed transaction did not attain the requisite degree of contractual finality. Consequently, no concluded and legally enforceable contract for sale can be said to have come into existence between the parties.

15. In view of the foregoing discussion, since no concluded contract came into existence between the parties and no formal/final allotment of the subject unit was made in favour of the complainant, the grievance raised by the complainant in relation to the project does not fall within the scope of the statutory jurisdiction conferred upon this Authority under the RERA Act. The complainant, therefore, cannot invoke the jurisdiction of this Authority in the absence of a subsisting allotment or concluded transaction giving rise to rights and obligations enforceable under the Act.

16. In view of the above facts and circumstances, this Authority holds that the complainant does not fall within the definition of "allottee" as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016. Further, this Authority, finds that the complainant has failed to establish or demonstrate any material irregularity, statutory non-compliance, deliberate violation or any specific contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016, or the Rules and Regulations framed thereunder, in the facts and circumstances of the present case on part of the respondents. The allegations raised by the complainant remain unsupported by cogent documentary evidence and are insufficient to establish any actionable violation of the Act on the part of respondents.
17. Accordingly, in the absence of any legally enforceable allotment, concluded Agreement for Sale, or established contravention of the provisions of the RERA Act, and having regard to the failure of the complainant to substantiate the allegations by cogent and credible evidence, the present complaint is held to be not maintainable and devoid of merit. The complaint is, accordingly, dismissed.
18. Complaint as well as applications, if any, stands disposed of accordingly.
19. File be consigned to the registry.

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 14.08.2026