

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

Complaint No: 50 of 2026
Complaint filed on: 08.01.2026
Date of decision: 21.05.2026

Mr. Rahul Bhalla

S/o Sh. Vijay Kumar Bhalla

Resident of: 1502, 55 Charles Street, West Toronto ON
M5S2W9.

Also, At: - B2-501, Country 107, Sector- 107, Noida- 201301

Complainant

Versus

M/s Birla Estate Private Limited

Registered office at: - Birla Aurora, Level- 8, Unit-A, Dr.
Annie Besant Road, Worli, Mumbai- 400030- Maharashtra

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Ms. Rashi Jain, Advocate

Complainant

Shri Yogesh Yadav, 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	"Birla Pravaah", Sector 71 Gurugram
2.	Nature of the project	Group housing complex
3.	DTCP license	72 of 2025 dated 21.05.2025 valid up to 20.05.2030
4.	RERA registered or not registered	109 of 2025 dated 06.11.2025 valid up to 31.03.3032
5.	Unit no.	N. A
6.	Unit admeasuring	N. A
7.	Allotment letter	N. A
8.	Date of agreement for sale	N. A
9.	Possession clause as per BBA	N. A
10.	Due date of possession	N. A
11.	Total sale consideration	N. A
12.	Amount paid by the complainant	Rs.12,00,000/-
13.	Occupation certificate	N. A
14.	Offer of possession	N. A

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- A. That the respondent launched the above-mentioned project and invited applications from prospective allottees, including the complainant (under NRI quota), on assurances of a fair, transparent, and lawful allotment process in accordance with the provisions of the Act, 2016 and representations made at the time of inviting EOIs.



- B. That the respondent provided quota for NRI's and being citizen of India, the complainant has applied under the same quota. That relying upon such representations, the complainant duly applied for allotment of a unit in the said project and paid the prescribed EOI amount of Rs.12,00,000/- within the stipulated timeline.
- C. That despite the Complainant fulfilling all eligibility criteria and making timely payment, the Respondent failed to conduct the allotment in a fair and transparent manner and acted arbitrarily, inter alia, by
- i. Failing to provide clear communication or transparency regarding the allotment methodology and outcome.
 - ii. Granting preferential or selective allotments to other applicants without disclosure of any objective criteria; and.
- D. That the complainant made several repeated follow-ups through telephone calls, however, no satisfactory response or resolution was provided, thereby causing financial loss, mental agony, and prolonged uncertainty to the complainant. That the acts and omissions of the respondent are in gross violation of the provisions of the Act, 2016, the rules and regulations framed thereunder, and the principles of transparency, fairness, and accountability mandated under the Act, 2016.

C. Relief sought by the complainant:

4. The complainant has sought following relief:
- i. Direct the Respondent to produce complete records and details off allotments made under the NRI quota, including the list of applicants, criteria adopted, date-wise and unit-wise allotments, and further order an inquiry/investigation to ascertain whether such allotments have been carried out in a fair, transparent, and lawful manner, and in the event of any violation being found, to initiate appropriate action against the Respondent in accordance with law, including imposition of penalty and other statutory consequences under the RERA Act, 2016.



- ii. Direct the Respondent to maintain status quo with respect to further allotment, cancellation, or creation of third-party rights in the units earmarked under the NRI quota, pending final adjudication of the present complaint.
 - iii. Direct the Respondent to strictly comply with the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules framed thereunder, particularly in relation to transparency and accountability in allotment under special quotas.
 - iv. Pass any other orders) or directions) as this Authority may deem fit and proper in the interest of justice.
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 has filed the reply and contested the complaint on the following grounds: -
- i. That the complaint was filed by the complainant is baseless, vexatious and is not tenable in the eyes of law and therefore, the complaint deserves to be dismissed at the threshold. The complainant has raised entirely false, unsubstantiated, concocted and frivolous allegations against the respondent by producing distorted facts before this Authority with the sole intention to deceive and persuade this Authority and to cause financial loss to the respondent.
 - ii. That the complainant has vaguely alleged that the allotment process conducted by the respondent for its group housing project under the name and style of "Birla Pravaah" situated at Sector 71, Gurugram, Haryana bearing RERA Registration no. RC/REP/HARERA/GGM/1006/738 /2025/109 dated 06/11/2025 was not transparent and fair and was





wholly baseless. The complainant has merely raised bald and arbitrary allegations against the respondent without providing any material substance or evidence to showcase his allegations. That the respondent conducted the allotment process in a structured and fair manner as mentioned in the succeeding paragraphs. That the project was duly granted registration by this Authority on 06.11.2025. Thereafter, on 19.11.2025, the complainant, having accepted the terms and conditions contained in the Expression of Interest (EOI) form, submitted the requisite details and remitted a sum of Rs.1,00,000/- through net banking as an advance towards the proposed booking of a unit. Subsequently, on 21.11.2025, the complainant further remitted an amount of Rs.11,00,000/- by way of cheque into the account of the respondent. In furtherance thereof, the respondent, vide email dated 05.12.2025, invited the complainant to participate in the apartment allotment process scheduled for 07.12.2025, along with details of his allotment priority number, date, time, and venue. However, on 06.12.2025, the complainant was duly informed via email that the 3BHK + Utility unit category had already been fully subscribed and that only limited inventory remained in the 3BHK category and accordingly, the said allotment event was put on hold.

- iii. That the subject project received an overwhelming and enthusiastic response from prospective purchasers immediately upon its launch, resulting in the confirmed list of allottees being fully subscribed within a short span of time. Consequently, the respondent was constrained to maintain a waiting list of interested applicants who expressed their intent to purchase units in the project after the confirmed inventory had been exhausted. Each such applicant, including the complainant, was duly assigned a unique token number denoting their position on the waiting



list. It is further submitted that allotments in the project were carried out in a fair, transparent and systematic manner, strictly in accordance with the preferences indicated by the applicants with respect to unit configuration and floor range and the same is always subject to availability of inventory at the relevant time.

- iv. That the complainant was assigned a token number, i.e. BEPRWL0758, which clearly denotes that he was placed in the waiting list ("Birla Pravaah Waiting List 0758"). The complainant had indicated preference for a 3-BHK + Utility unit and had selected floor range of 16th to 25th floors. The allotments were carried out strictly on the basis of unit configuration and floor preferences, subject to availability, and since the complainant's preferred configuration and floor range were already sold out at the relevant time, the complainant unfortunately could not be offered his allotted unit. Thus, placement on the waiting list and the subsequent non-allotment in certain cases were solely a consequence of high demand and limited availability and not attributable to any arbitrariness or deficiency on the part of the respondent.
- v. That the complainant, with full knowledge and complete understanding of the terms and conditions of the Expression of Interest, voluntarily and of his own accord opted to submit the same and filled in the requisite details and remitted a sum of Rs.1,00,000/- to respondent through net banking as an advance payment towards the proposed booking of a unit and then a cheque of Rs.11,00,000/- were further remitted into the account of respondent by the complainant. The terms and conditions of the EOI clearly mentioned that the submission of the EOI does not amount to allotment or confer/create any vested right, title or interest in respect of any apartment/unit or the project in favour of the applicant/complainant. It was also clarified in the clause 1 of the EOI that the acceptance or



rejection of the EOI was entirely at respondent's discretion and also subject to availability and no assurance or commitment of allotment was made at the EOI stage.

- vi. That the terms of the EOI were very clear and comprehensible and the complainant after perusing and understanding the EOI himself expressly accepted that, subject to the availability on the confirmation date, the respondent retains the absolute discretion to: (i) confirm the proposed apartment/unit as per applicant's selected preference; or (ii) confirm an alternate apartment/unit, subject to availability and upon applicant's consent, either in the same phase or in other registered phases of the project; or (iii) cancel the application altogether. In fact, the complainant had agreed, accepted and confirmed that in case the respondent is unable to allot any proposed unit or cancel the application, then the respondent shall refund the EOI amount paid by the complainant without any demur or interest, within 90 days from confirmation date. Thus, the EOI itself clearly contemplated the possibility of non-availability of the preferred unit category and cancellation, without attributing any liability upon the respondent.
- vii. Since the complainant's preferred configuration and floor range were already sold out at the relevant time, the complainant unfortunately could not be offered his preferred configuration unit and was included in waiting list and hence, the complainant never had any right, title or interest in any manner whatsoever over any unit/apartment of the respondents said project. It is undisputed fact that any sort of right, title or interest can only arise in favour of the applicant/complainant upon execution of any binding document, which includes application form, allotment letter, agreement to sell, etc., and none of these documents were ever executed in favour of the complainant in the present case. The complainant is



- merely resting his concocted allegations upon the payment of the EOI amount and is vaguely stating that he was entitled to allotment of a unit of his choice which is totally contrary to the express conditions of the EOI which was willingly accepted and acknowledged by the complainant.
- viii. Without prejudice and in good faith, the respondent has already refunded the entire amount remitted by the complainant, without any deductions and therefore, no liability whatsoever arises towards the complainant. That the complainant herein is trying to deceive this Authority by presenting distorted facts and relying only upon such conditions of the EOI which are favourable to the complainant, whereas, it is undeniable that the complete EOI is binding upon the complainant as per the doctrine of approbate and reprobate. The complainant took part in the allotment process out of his own will and it cannot be denied that participation was subject to compliance with the agreed terms and conditions. The complainant in the present case, is playing tactics to anyway deceive this Authority and cause financial loss to the respondent.
- ix. Since there was no enforceable document executed in favor of the complainant which could transfer any sort of right, title or interest in respect of a unit in the respondent's property, the amount remitted by the complainant towards the EOI was refunded by the respondent without any deductions on 07.01.2026. It is to be noted here that the complainant accepted the full refund of the EOI amount without any protest or any reservation of rights or any contemporaneous objection and this conduct of the complainant clearly demonstrates acquiescence and waiver. The present complaint is, therefore, barred by principles of estoppel, waiver, and acquiescence.
- x. Furthermore, it is also important to note here that Section 2(d) of the RERA Act defines an "allottee" as



“the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;”

Evidently, an applicant who has merely submitted an EOI does not fall within the definition of an allottee, and resultantly, such an Applicant cannot claim any right whatsoever which are available to an allottee under the Act, 2016. The Act, 2016 does not recognize or confer any enforceable right upon an applicant merely on the submission of an EOI. From the bare perusal of provisions of the Act, 2016. It is evident that the rights conferred upon an applicant by virtue of the Act are granted only upon the issuance of an allotment letter and execution of an agreement to sell, and in the present case, neither any allotment letter was issued nor any agreement to sell or application form was executed in favor of the Complainant. Therefore, the Complainant never came under the light of section 2(d) of the Act, 2016 and hence, cannot invoke rights which are conferred upon an “allottee”.

- xi. That the complainant has mala-fidely and ambiguously misconceived the scope of the term “transparency” mentioned in the Act, 2016. The proper perusal of Section 11 and 12 of the Act, 2016 signifies that the obligations imposed upon the respondent is to disclose project details, sanctioned plans, specifications and timelines, and not to disclose internal sales strategies or commercial segmentation (employee quota, management references, etc.) or to publish internal prioritisation criteria for EOIs. In the present case, the respondent has already disclosed the broad allotment structure which itself demonstrates transparency beyond statutory requirements.



- xii. That the facts presented by the complainant in the present case are wholly contrary to the settled terms and conditions of the EOI wherein it is evident that the EOI categorically negated any assurance of allotment, thereby extinguishing any expectation beyond consideration for allotment, subject to availability. The reliefs prayed by the complainant are not sustainable in any manner whatsoever as firstly no right ever accrued in favour of the complainant, which does not make him fall under the purview of "allottee", nor any specific unit was ever identified for him. The complainant has failed to specifically mention about violation of any section of the Act, 2016. Furthermore, there is no provision under the Act, 2016, under which the reliefs as prayed by the complainant can be granted. Any relief under provisions of the Act, 2016 can be granted only upon violation of any of its section. In this case, it is absolutely clear that the respondent has not violated any of the provision of the Act, 2016 or its regulations. It is stated that granting reliefs to the complainant in the present case would prejudicially affect third-party rights and would also paralyse a duly registered project without any prima facie illegality. The balance of convenience in the present case entirely lies in the favour of the respondent.
- xiii. Thus, in the light of the aforementioned facts and circumstances, no relief can be granted against the respondent and hence, the complaint is liable to be dismissed against the respondent at the threshold.
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 both the parties.

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.

F. I Territorial jurisdiction

9. 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.

F. II Subject matter jurisdiction

10. 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.

11. 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 complaint.



12. The factual matrix of the present case reveals that the complainant booked a residential unit on 19.11.2025 in the project of the respondent namely, "Birla Pravaah", situated at Sector-71, Gurugram. The complainant has paid an amount of Rs.1,00,000/- to the respondent through online on 19.11.2025. Thereafter, the complainant has paid an amount of Rs.11,00,000/- on 21.11.2025, in the master bank account of the said project. The complainant herein paid a total amount of Rs.12,00,000/- to the respondent/promoter. However, despite accepting a substantial amount from the complainant, the respondent had not issued any receipt to the complainant till date.
13. The Authority observes that it is an admitted fact that neither any allotment letter was issued by the respondent in favour of the complainant, nor any builder buyer agreement was executed between the parties. Thus, the transaction between the parties never culminated into allotment of any plot, apartment or building. Further, the respondent has filed the reply on 02.04.2026 and also during proceeding dated 21.05.2026, the counsel for the respondent brought to the notice of the Authority that the complainant does not fall under the definition of allottee as per clause 2(d) of the Act, 2016. Further, submitted that neither any allotment has been issued by the respondent nor any buyer's agreement has been executed between the parties till date. Moreover, the amount paid by the complainant/allottee has already refunded by the respondent on 07.01.2026 vide transaction reference no. UTIBR72026010700424358 and hence, the present complaint may be dismissed.
14. *Firstly*, in the present case, in the absence of any allotment, the complainant cannot be treated as an 'allottee' within the meaning of Section 2(d) of the Act. However, before examining the merits of the case it is necessary to determine whether the complainants fall 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."

15. 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, admittedly no allotment of any unit was ever made in favour of the complainants. Merely making payment of booking amount, does not confer the status of an allottee upon the complainant, especially in the absence of an allotment letter or a duly executed builder buyer agreement. *Secondly*, the amount paid by the complainant/allottee has already been refunded by the respondent/promoter on 07.01.2026.
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 complainants essentially relates to refund of money paid pursuant to an application for provisional registration of commercial space, which 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, 2016 and is accordingly dismissed.

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

Dated: 21.05.2026


(Phool Singh Saini)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram



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