# BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

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| **Complaint no.** | : | **4849 of 2025** |
| **Date of complaint** | : | **08.10.2025** |
| **Date of decision** | : | **29.09.2026** |

Bhavya Monga,
**R/o: -** D-150, Second Floor near Subhash Nagar Metro Station Ajay Enclave, Tilak Nagar, Delhi-110018. **Complainant**

Versus

**1. M/s BPTP Limited.**
**Regd. Office At:** OT014, 3rd Floor, Next Door Parklands, Sector-76, Faridabad.
2. **M/s Investoxpert.**
**3. M/s Head CRM at Investoxpert**
**4. Mohit Panwar** **Respondents**
**Regd. Office At:** 912-915, 9th Floor, JMD Megapolish, Sohna Road, Sector-49.
Regd. Office At:

**CORAM:**
Shri Arun Kumar **Chairman**
**APPEARANCE:**
Shri Aditya Varshney (Advocate) **Complainant**
Shri Venkat Rao (Advocate) **Respondent no. 1**
Shri Ritu Raj Yadav (Advocate) **Respondent no. 2**

## ORDER

1. The present complaint has been filed by the complainant/allottees 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 there under 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:

| Sr. No. | Particulars | Details |
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| 1. | Name of the project | "BPTP Amstoria Verti-greens", Sector-102, Gurugram, Haryana. |
| 2. | Nature of project | Residential Group Housing Colony |
| 3. | DTCP License no. | License no. 123 of 2014<br>22.08.2014 valid upto 21.08.2029 |
| 4. | RERA registered | Registered<br>13 of 2025 Dated 05.02.2015 valid upto 14.12.2031 |
| 5. | Date of execution of buyer's agreement | 07.04.2025<br>(page 29 of complaint) |
| 6. | Unit no. | T2-1101, 3BHK<br>(Page 34 of complaint) |
| 7. | Area | 1270.690 sq.ft. (Carpet Area)<br>(page 34 of complaint) |
| 8. | Possession clause | **4. Time is essence**<br>The promoter shall abide by the time schedule for completing the |

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| | | project as disclosed at the time of registration of the project with the Authority and towards handing over the apartment to the allottee(s). |
| 9. | Due date of possession | 14-06-2032<br>(disclosed at the time of registration of project by the promoter) |
| 10. | Payment Plan | Construction Linked payment Plan<br>(page 60 of complaint) |
| 11. | Total sales consideration | Rs. 4,08,80,883/-<br>(page 59 of complaint) |
| 12. | Amount paid by the complainant | Rs. 61,38,164/-<br>(as per the receipt on record) |
| 13. | Occupation certificate | Not obtained |
| 14. | Offer of possession | Not offered |

## B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:

I. That respondent no 3, Mr. Mohit Panwar, acting as a representative of Investoxpert Advisors Pvt. Ltd (Respondent No. 1), approached complainants with an offer for booking a unit in the residential project "BPTP Lutyens 102, Gurugram", developed by BPTP Limited (Respondent No. 4), which respondent no 3 shows that this project is widely reported as having sold luxury apartments worth 1,500 crore within 24 hours. The project was being marketed with much hype, and

respondents repeatedly emphasised how "lucky" the complainants were to get this opportunity.

II. That to induce the deal, respondent no 3 clearly and explicitly promised a cashback/credit note equivalent to 4% of the total transaction value, amounting to 16,00,000/-, provided the booking was made through their company i.e. respondent no. 1.

III. That the sales team of respondent no. 1 persistently followed up, creating a sense of urgency and repeatedly stressing that this exclusive offer was available for a limited time only and to very few customers. The complainants were told they must act swiftly to secure the cashback and a good unit only for the sake of pursuing them to finalize the Flat in BPTP Lutyens 102 Gurugram.

IV. That this cashback promise was not a casual, passing remark, but a central and decisive factor that influenced the complainants to proceed with the booking. This was positioned as a guaranteed benefit, over and above any standard discounts, and was reiterated multiple times by respondent no. 3 and other sales staff via in-person meetings, phone calls, whatsapp messages, and emails.

V. That on the basis of this assurance, complainants booked unit no. T2-1101 in "BPTP Lutyens 102, Gurugram", Ms. Bhavya Monga as the main applicant and Mr. Sunil Keswani as the co-applicant and signed the Builder Buyer Agreement (Annexure P 4) with the developer in good faith and trust in respondent no 1 firm's representations.

VI. That however, after the booking, when complainants repeatedly requested for written confirmation of the promised cashback, respondnent no 3 failed to provide it. Only after sustained pressure and multiple follow-ups, respondnet no 2 head CRM team finally sent a

"welcome mail" on 01 May 2025(Annexure P-5), which contrary to prior verbal commitments mentioned only 1% cashback i.e 4,00,000, completely omitting the remaining 3% that had been promised earlier subject to standard booking formalities all of which have now been fully satisfied by complainant no 1 and complainant no 2, including: completion of 20% payment + Stamp Duty Registration/Builder Buyer Agreement & Subject to 100% Commission received from Developer.

VII. That this mail was sent only to create a partial record and does not reflect the original and full commitment made by respondent no 1's sales and senior team. This selective communication was misleading and evasive.

VIII. That upon questioning respondent no 1 team about this discrepancy why only 1% was mentioned in the mail and not the full 4% respondent no 1 representatives again verbally reassured complainant no 1 and complainant no 2 not to worry, and clearly stated that 4% cashback, as originally committed, would be paid in full.

IX. That based on all respondent team assurances and having full faith in respondent organisation, complainants have fully complied with all such conditions, including: Making the 20% payment to BPTP on 5th May 2025, signed the Builder Buyer Agreement with the developer.

X. That after completing all such formalities, complainants made repeated telephonic requests to respondent sales team to release the promised cashback. Though verbal assurance was again given during these calls, no actual action was taken. Consequently, complainant no 1 and complainant no 2 were forced to raise their grievance in writing and sent an email to your CRM department from their registered email (sanjay_6274@yahoo.co.in) on 25 May 2025.

XI. That in response, your CRM department replied on 29 May 2025, stating "we understand how important this matter is to you. We would like to clarify that we have no intention whatsoever of going back on our committed cashback. In fact, all the details regarding your cashback were clearly documented and shared with you in the Welcome Mail dated 1st May 2025..... We assure you that we are fully committed to fulfilling your cashback, as per the agreed terms and there is no intent of delay or denial. Upon sending a reminder email on 6 June 2025, respondent no 1 office reiterated the same assurance that "We remain committed to delivering on our promises and to keeping you informed throughout the process".

XII. That, till date, no cashback has been credited. This pattern of repeated assurances and consistent inaction amounts to fraudulent inducement and bad faith business practice.

XIII. That Despite these verbal and written commitments and despite full compliance, no action has been taken to release the promised cashback. This makes it evident that respondent no 1 company is either deliberately delaying the payment or has decided to withhold the promised cashback entirely, constituting fraudulent misrepresentation and breach of trust.

XIV. That respondent no 1 are well aware of the proceedings and obligations, yet have deliberately delayed the rightful payment, or have willfully decided not to release the assured cashback, in complete violation of ethical contractual, and statutory duties.

XV. That, the complainants also served a legal notice dt. 12.06.2025 (inadvertently written 12.06.2024) upon the respondents stating their grievances with demand of 4 percent cashback.

XVI. That, in response to the Legal Notice, the respondents' counsel sent a formal reply dated August 13, 2025. This document, intended to be a denial, serves as the most critical piece of evidence against the respondents. While it begins with a general, boilerplate denial of all claims, it proceeds to make a clear, unequivocal, and legally binding admission of liability. In Para 12 of their reply, the Respondents state, "our Client does not dispute the 1% cashback..." This admission against interest irrefutably confirms that the respondents owe a debt to the complainants.

XVII. That, under all facts as mentioned above, it is crystal clear that all the respondents, in connivance with each other, mentally harassed Complainants without any fault on part of Complainants and foisted all their defaults/discrepancies upon Complainants for no reason. Further, the respondents have done all the acts off illegality and harassment to cause wrongful gain to them and to cause wrongful loss to Complainants for which they liable to pay compensation to the complainants. Apart from that, the respondents also committed the offence of forgery to achieve their ill-motives for which they are liable to be face penal consequences. Their failure to pay an admitted debt proves their bad faith beyond any doubt and makes a mockery of their claims of transparency and customer satisfaction. The reply tothe notice, therefore, is not a defense, but a confession of their liability and their intent to wrongfully withhold payment. Hence the complainants are left with no other option than to file the present complaint before this Hon'ble Court seeking relief for their grievances.

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

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

I. Direct the respondent to pay Rs.16,00,000/- towards promised cashback along with interest @24 p.a. from the date of eligibility till realization.

II. Direct the respondent to pay a cost of Rs 5,00,000/- for the harassment and mental agony suffered by the complainants;

III. Impose penalties on the respondents under relevant provisions of the RERA Act for engaging in unfair trade practices.

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 no.1.**

6. The respondent has contested the complaint vide its reply dated 24.12.2025 on the following grounds: -

i. That the instant Reply is being filed on behalf of the M/s BPTP Ltd. (hereinafter referred to as the ***"Answering Respondent/BPTP"***) through its Authorised Representative Mr. Rahul Sharma, who is duly authorized to act on behalf of the Answering Respondent *vide* Board Resolution dated 24.02.2020.

ii. That the Respondents in the Memo of Parties attached to the Complaint *(@page 4 & 5 of the Complaint)* and the Respondents in the Proforma B (*@page 1 of the Complaint*) and the Notice of this Ld. Authority are differently numbered. Since specific allegation referring to the Respondents by number in the brief facts of the complaint have been levied, hence it is necessary to clarify the ambiguity herein.

| **As per Memo of Parties in the CRA** | **As per Proforma B and Notice** |
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| Respondent No.1 | INVESTOXPERT | Respondent No.1 | BPTP Limited |
| Respondent No.2 | Head CRM AT INVESTOXPERT | Respondent No.2 | INVESTOXPERT |
| Respondent No.3 | MOHIT PANWAR (Sales Representative of INVESTOXPERT) | Respondent No.3 | Head CRM AT INVESTOXPERT |
| Respondent No.4 | BPTP Ltd. | Respondent No.4 | MOHIT PANWAR (Sales Representative of INVESTOXPERT) |

That it is clarified that reference to the respondents herein in the present reply is in terms of the nomenclature as referred in the Memo of Parties in the CRA

**iii.** That prior to the service of the complaint or issuance of notice in the present complaint, the answering respondent did not have any knowledge of the alleged transaction/understanding entered into between the complainant and the respondent Nos 1 to 3 (Respondent no. 2 to 4 as per Performa B) i.e INVESTOXPERT and their representatives. The complainants have unnecessarily dragged the answering respondent into false and frivolous litigation, basis the alleged

understating, which was not even in the knowledge of the answering respondent.

iv. That the present complaint has been preferred by the complainant on frivolous and unsustainable grounds and the complainant has not approached this hon'ble authority with clean hands and is trying to suppress material facts relevant to the matter. The complainant is making false, misleading, fatuous, baseless and unsubstantiated allegations against the answering respondent with malicious intent and sole purpose of extracting unlawful gains from the answering respondent. The instant complaint is not maintainable in the eyes of the law and is devoid of merit, therefore is fit to be dismissed *in limine*.

v. That the entire grievance of the complainants arises from an alleged promise of a 4% cashback/credit note made exclusively by respondent No. 1 to 3 i,e Investoxpert Advisors Pvt. Ltd and their representatives. In fact, at *Page No.4 of the Complaint*, the Complainants have themselves stated that the CRA -1 has been filed "FOR NON-PAYMENT OF PROMISED CASHBACK BY A REAL ESTATE AGENT INVESTOXPERT PARTIAL PAYMENT ADMITTED". Further, the complainant's own statement of facts clarifies that it was the sales team of Investoxpert Advisors Pvt. Ltd. i.e Real Estate Agent that persistently followed up and reiterated this specific percentage as a "guaranteed benefit" to induce them to proceed with the booking.

vi. That the pleading of the Complainants makes it abundantly clear that the complainants' dispute is only against the respondent No.1 to 3 who are the Real Estate Agents i.e Investoxpert Advisors Pvt. Ltd and their representatives. Therefore, any dispute or grievance that the complainants have for which the present complaint has been filed are

aimed towards respondent no. 1 to 3 i,e Investoxpert Advisors Pvt. Ltd and their representatives who are the Real Estate Agent and their representatives.

vii. That the answering respondent was never a party to these verbal inducements or informal commitments and has always acted strictly in accordance with the documented terms. Furthermore, the complainants have directed their monetary claim for the unpaid cashback (Relief 1.3) specifically against the actions and representations made by respondent No. 1 to 3 i,e Investoxpert Advisors Pvt. Ltd and their representatives and no relief regarding project development or possession has been sought against the BPTP Ltd.

viii. That from a mere perusal of the complaint and the **legal notice dated 12.06.2024** it is evident that privity of the alleged Understanding for payment of cash back was only between the complainants and the Real Estate Agent i.e Investoexpert Advisors Pvt. Ltd. It is further submitted that the said understanding between the aforesaid Parties has come into the knowledge of BPTP Ltd. only vide this present Complaint. Hence, whatever understanding between the aforesaid parities were agreed upon is absolutely alien to the BPTP Ltd. The complainants have unnecessarily dragged the BPTP into the false and frivolous litigation, just because they have booked a unit in the project of BPTP Ltd.

ix. That as per the well-established principle of law of ***"Privity of Contract"***, only parties to a contract/agreement/understanding are allowed to sue each other to enforce their rights and liabilities and no stranger is allowed to confer obligations upon any person who is not a party to the contract/agreement/understating.

x. The BPTP Ltd has no role to play in what seems to be a dispute between the Real Estate Agents and the complainants. That in the situation at hand, BPTP has no involvement or obligations towards the complainants with respect to payment of cash back. Therefore, it is most humbly submitted that no action can be brought against the BPTP by the complainant.

xi. That BPTP Ltd. is liable to be deleted from the array of parties in the present complaint as there is no privity of contract between the Complainants and BPTP Ltd. Furthermore, the BPTP Ltd. is completely unaware of any transaction between the complainants and respondent No. 1 to 3 (Real Estate Agents) and cannot be held liable or accountable for any action of the respondent no. 1 to 3 (Real Estate Agents). Also, a perusal of the complaint reveals that no specific allegation or averments have been made against the BPTP Ltd. Hence, the name of BPTP Ltd. deserves to be deleted from the array of parties as the instant Complaint is not maintainable against the BPTP Ltd.

**E. Reply filed by the respondent no. 2.**

a) That there is no dispute whatsoever raised by the complainants against the promoter, the project, its registration, construction status, approvals, or any statutory compliance under the Act. The entire issue is confined solely to the question of cashback allegedly offered by Respondent No. 2, namely whether the agreed cashback was 1% amounting to ₹4,00,000/-, duly documented in writing, or 4% amounting to ₹16,00,000/-, on basis oral assurance. It is an admitted position that the 1% cashback arrangement is recorded in written communication, which the Complainants themselves have relied upon in their pleadings. In contrast, the allegation of 4% cashback is stated to be based on an alleged oral

assurance, for which no documentary material has been placed on record. There is not even an iota of evidence in the form of WhatsApp messages, call recordings, written agreement, email confirmation, or any contemporaneous document evidencing such a promise.

b) That the allegations made in the complaint are misconceived, factually incorrect, and devoid of any documentary substantiation. At the outset, it is respectfully submitted that the present complaint is not maintainable either in law or on facts and is liable to be dismissed in limine.

c) that the absence of any contemporaneous documentary material evidencing the alleged 4% commitment, the allegation rests solely on **self-serving averments** contained in complaint and in emails authored by the complainants themselves. It is a settled principle of law that pleadings, in the absence of supporting evidence, do not constitute proof. Mere assertions cannot override clear written communication reflecting a 1% cashback arrangement.

d) That determining whether any higher oral assurance / oral agreement of 4% was made would require leading of oral evidence, cross-examination, and trial on issues of credibility, which warrants full-fledged trial and which is within the jurisdiction of civil courts exercising powers under the Code of Civil Procedure.

e) That furthermore, the present complaint suffers from a fundamental defect of vagueness and misjoinder of parties insofar as **Respondent No. 3 (Head CRM)** has been arrayed merely by the generic designation "Head CRM", without disclosing the name, identity, or any specific particulars of the concerned individual. Such a vague and indefinite description is legally impermissible, as it renders the alleged respondent unidentifiable and incapable of proper service. That a generic designation cannot substitute

the mandatory requirement of clearly identifying a party in judicial proceedings. It is a settled principle that parties to proceedings must be clearly identifiable and capable of service, and pleadings must specifically disclose the role and liability of each impleaded party. Proceedings cannot be sustained against an unknown or unspecified person.

f) That a company is a separate legal entity, distinct from its directors, officers, and employees. Acts undertaken by employees in the course of their employment are acts of the company itself, and liability, if any, rests with the corporate entity. The company, which is already a party to the present proceedings, is the proper and sufficient party for adjudication of any alleged claim. The impleadment of respondent no. 3 is misconceived, bad in law, and liable to be deleted/struck off.

g) That a company is a separate and distinct legal entity in the eyes of law, independent of its directors, officers, and employees. The **doctrine of corporate veil** is well settled, and in the absence of specific pleadings and material establishing fraud, personal liability, or statutory grounds, the corporate veil cannot be lifted. Therefore, in the present Complaint, Respondent Nos. 3 and 4 have been impleaded in their personal capacities without any specific averment demonstrating their independent liability or any act attributable to them beyond the scope of their official functions. The pleadings do not disclose any factual foundation warranting lifting of the corporate veil or fastening personal liability upon them.

h) That respondent no. 4 is a former employee and had ceased to be associated with respondent no. 2 much prior to the filing of the present complaint. No cause of action survives against him in his personal capacity.

7. All other averments made in the complaint were denied in toto.

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 submissions made by the parties.

## F. Jurisdiction of the authority

9. 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

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

### F.II Subject-matter jurisdiction

11. 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.*

12. 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 complainants at a later stage.

**G. Findings on the relief sought by the complainant.**

**G.I Direct the respondent to pay Rs.16,00,000/- towards promised cashback along with interest @24 p.a. from the date of eligibility till realization.**

**G.II Direct the respondent to pay a cost of Rs 5,00,000/- for the harassment and mental agony suffered by the complainants;**

**G.III Impose penalties on the respondents under relevant provisions of the RERA Act for engaging in unfair trade practices.**

13. The complainant states that respondent No. 3, acting on behalf of respondent No. 1, induced the complainants to book unit No. T2-1101 in the project "BPTP Lutyens 102, Gurugram" by expressly promising a cashback/credit note equivalent to 4% of the transaction value (Rs.16,00,000/-). Relying upon these representations and repeated assurances, the complainants booked the unit, executed the builder buyer agreement with respondent, paid 20% of the sale consideration, and complied with all booking and registration formalities. However, the respondents subsequently issued a "Welcome Mail" dated 01.05.2025 unilaterally reducing the promised cashback to 1% (Rs.4,00,000/-). Upon the complainants' objections, the respondents repeatedly assured through oral representations and emails dated 25.05.2025, 29.05.2025, and 06.06.2025 that the original 4% cashback would be honoured, yet no payment has been made till date. Consequently, the complainants issued a Legal Notice dated 12.06.2025 (inadvertently

mentioning the year as 2024 instead of 2025), to which the respondents replied on 13.08.2025 without resolving the grievance.

14. On the contrary, the respondent no.1 states that respondent did not have any knowledge of the alleged transaction entered between the complainant and the respondent no. 2 to 4 (as per performa B) i.e. **Investoxpert and their representatives**. The complainant allegations are against the real estate agents i.e. **Investoxpert and their representative** for non-payment of alleged promised cashback. **BPTP** neither offered no approved any cashback offer. There is no privity of contract between complainant and BPTP.

15. The respondent no.2 states that the present dispute does not relate to the promoter, the project, its registration, construction, approvals, or compliance with the provisions of the Act. The only issue raised by the complainants concerns the cashback allegedly promised at the time of booking. The respondents' case is that the agreed cashback was **1% (₹4,00,000/-)**, which is clearly recorded in the written "Welcome Mail" relied upon by the complainants themselves. On the other hand, the complainants allege that a cashback of **4% (₹16,00,000/-)** was promised only through oral assurances. However, no document has been produced to support this allegation. There are no WhatsApp messages, emails, call recordings, written agreements, or any other contemporaneous records showing that a 4% cashback was ever promised. Therefore, the allegation of a 4% cashback is unsupported by any documentary evidence.

16. The Authority observes that the grievance raised by the complainants pertains exclusively to the alleged non-payment of cashback amounting to 4% of the transaction value, i.e., ₹16,00,000/-, allegedly promised by Investoxpert and its representatives at the time of booking the unit in question. The Authority further observes that the Real Estate (Regulation

and Development) Act, 2016, provides a statutory mechanism for adjudicating complaints concerning violations or contraventions of the provisions of the Act, the Rules and Regulations framed thereunder. Section 31 of the Act permits the filing of complaints against a promoter, allottee or real estate agent in respect of such violations. However, the present complaint, in substance, seeks enforcement of an alleged cashback commitment, the existence and terms of which are disputed by the parties, and does not disclose any specific violation or contravention of a provision of the Act, the applicable Rules or Regulations warranting the exercise of jurisdiction by the Authority. The dispute essentially arises out of an alleged promotional or commercial assurance and concerns the recovery of the amount claimed thereunder, rather than the enforcement of any statutory obligation relating to the project under the Act.

17. In view of the foregoing, this Authority is of the considered opinion that the relief sought by the complainant, in the facts and circumstances of the present case, does not fall within the scope of the statutory jurisdiction exercisable under the Act. Accordingly, the complaint is dismissed being not maintainable before the Authority.
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: 29.09.2026