

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

Date of decision : 11.07.2025

Name of the Builder		M/s Ocean Seven Buildtech Pvt. Ltd.	
Project Name		"The Venetian" at Sector 70, Gurugram, Haryana	
S.no.	Complaint No.	Complaint title	Appearance
1.	CR/300/2025	Rohit Sharma Vs. M/s Ocean Seven Buildtech Pvt. Ltd.	Munmun Goyal, Adv. (Complainant) Arun Yadav, Adv. (Respondent)
2.	CR/320/2025	Meenakshi Sharma Vs. M/s Ocean Seven Buildtech Pvt. Ltd.	Munmun Goyal, Adv. (Complainant) Arun Yadav, Adv. (Respondent)

CORAM:

Shri Arun Kumar

Chairman**ORDER**

1. This order shall dispose of both the complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.
2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the



project, namely, "Golf Heights", Sector 69, Gurugram, Haryana being developed by the respondent/promoter i.e., M/s Ocean Seven Buildtech Pvt. Ltd. The terms and conditions of the builder buyer's agreements, fulcrum of the issue involved in all these cases pertain to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of delayed possession charges and others.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale consideration, amount paid up, and reliefs sought are given in the table below:

Project Name and Location	"Golf Heights", Sector 69, Gurugram, Haryana
Project area	5.4125 acres
Nature of the project	Affordable Group Housing Colony
DTCP license no. and other details	28 of 2018 dated 02.05.2018 Valid up to 01.05.2023
RERA Registered/ not registered	Registered vide no. GGM/285/2018/17 dated 12.10.2018 Valid up to 20.04.2023.
Building plans approved on	20.07.2018
Environmental clearance granted on	10.10.2019
Occupation certificate	Not obtained till date
Possession clause as per Affordable Housing Policy	As per clause 1(iv) of the Affordable Housing Policy, 2013 "All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project."



Due date of possession

10.10.2023

[Note: 4 years are calculated from the date of approval of environmental clearance i.e., 10.10.2019 being later + 6 months of grace period of Covid-19]

S.No.	Particulars	Details CR/300/2025 w.r.t	Details CR/320/2025 w.r.t.
1.	Complaint filed on	29.01.2025	29.01.2025
2.	Reply filed on	09.05.2025	09.05.2025
3.	Allotment letter	Not issued	Not issued
4.	Application receipt	19.09.2022 [Page 22-23 of complaint]	19.09.2022 [Page 22-23 of complaint]
5.	Unit no.	Not available on record	Not available on record
6.	Unit area	Not available on record	Not available on record
7.	Builder buyer agreement executed on	Not executed	Not executed
8.	Due date of possession	10.10.2023 [Note: 4 years are calculated from the date of approval of environmental clearance i.e., 10.10.2019, being later + 6 months of grace period of Covid-19]	10.10.2023 [Note: 4 years are calculated from the date of approval of environmental clearance i.e., 10.10.2019, being later + 6 months of grace period of Covid-19]
9.	Total sale price of the flat	Rs. 27,88,086/- [As alleged by the complainant on page 10 of complaint]	Rs. 27,88,086/- [As alleged by the complainant on page 10 of complaint]

10.	Amount paid by the complainant	Rs. 1,19,204/- [Page 22 of complaint]	Rs. 1,18,614/- [Page 23 of complaint]
11.	Occupation certificate	Not obtained	Not obtained
12.	Offer of possession	Not offered	Not offered
13.	Legal notice sent by the complainant on	27.09.2024 [Page 25 of complaint]	27.09.2024 [Page 25 of complaint]
14.	Relief sought	1. Refund along with interest 2. Litigation cost	1. Refund along with interest 2. Litigation cost

4. The aforesaid complaints were filed by the complainant against the promoter on account of violation of the Affordable Housing Policy, 2013 and violation of the terms agreed inter se in respect of said unit for seeking award of refund along with interest and litigation cost.

5. The facts of both the complaints filed by the complainant-allottee are also similar. Out of the above-mentioned case, the particulars of lead case **CR/300/2025 titled as Rohit Sharma Vs. M/s Ocean Seven Buildtech Pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua refund along with interest.

A. Unit and project related details

6. The particulars of unit details, 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:

CR/300/2025 titled as Rohit Sharma Vs. M/s Ocean Seven Buildtech Pvt. Ltd.



S.No.	Particulars	Details
1.	Project Name and Location	"Golf Heights", Sector 69, Gurugram, Haryana
2.	Project area	5.4125 acres
3.	Nature of the project	Affordable Group Housing Colony
4.	DTCP license no. and other details	28 of 2018 dated 02.05.2018 Valid up to 01.05.2023
5.	RERA Registered/ not registered	Registered vide no. GGM/285/2018/17 dated 12.10.2018 Valid up to 20.04.2023.
6.	Building plans approved on	20.07.2018
7.	Environmental clearance granted on	10.10.2019
8.	Allotment letter	Not issued
9.	Application receipt	19.09.2022 [Page 22-23 of complaint]
10.	Unit no.	Not available on record
11.	Unit area	Not available on record
12.	Builder buyer agreement executed on	Not executed
13.	Due date of possession	10.10.2023 [Note: 4 years are calculated from the date of approval of environmental clearance i.e., 10.10.2019, being later + 6 months of grace period of Covid-19]
14.	Total sale price of the flat	Rs. 27,88,086/-



		[As alleged by the complainant on page 10 of complaint]
15.	Amount paid by the complainant	Rs. 1,19,204/- [Page 22 of complaint]
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered
18.	Legal notice sent by the complainant on	27.09.2024 [Page 25 of complaint]

B. Facts of the complaint

7. The complainant has made the following submissions in the complaint:
- That the real estate project namely "**Golf Heights**" is situated at Sector 69, District Gurugram. The Respondent had always advertised itself as a very ethical business group that lives onto its commitments in delivering its housing projects as per promised quality standards and agreed timelines. The Respondent was very well-aware of the fact that in today's scenario looking at the status of the construction of housing projects in India, especially in NCR, the key factor to sell any dwelling unit is the delivery of completed house within the agreed and promised timelines and that is the prime factor which a consumer would consider while purchasing his/her dream home. Respondent, therefore used this tool, which is directly connected to emotions of gullible consumers, in its marketing plan and always represented and warranted to the consumers that their dream home will be delivered within the agreed timelines and consumer will not go through the hardship of paying rent along-with the installments of home loan like in the case of other builders in market.



- ii. That somewhere in 2022, the Respondent through its marketing executives and advertisement done through various medium and means approached the complainant with an offer to buy a flat in the proposed project of Respondent. The complainant while relying on the representations and warranties of the Respondent and believing them to be true had agreed to the proposal of the Respondent to book the residential flat in the project of Respondent. Relying upon those assurances and believing them to be true, the complainant booked a 2 BHK residential flat having carpet area of 564.830 sq. ft. for basic sale consideration of Rs.27,88,086/-. It was assured and represented to the complainant by the Respondent that they had already taken the required necessary approvals and sanctions from the concerned authorities and departments to develop and complete the proposed project on the time as assured by the Respondent. Accordingly, the complainant had paid Rs.1,19,204.30/- on 19.09.2022 as booking amount and filed application for allotment bearing no. 62389 for allotment. Thereafter, the draw of lot was to take place within a month after the mentioned date of closing of applications which was 04.10.2022.
- iii. That the complainant had paid a booking amount of Rs. 1,18,614.30/- along with Registration fee of Rs. 590/- vide challan no./online payment transaction number DP197087, DP197234 drawn on 19/09/2022 to the Respondent to book an affordable flat in the said project. From the date of booking till today, the respondent has not even conducted the draw of lot.



- iv. That on the date agreed for draw of lot, the complainant approached the Respondent and its officers inquiring the status of draw of lot. But, the Respondent has failed to conduct the draw of lot and none had bothered to provide any satisfactory answer or reply or response to the complainant.
- v. That the complainant having no other option was constraint to issue legal notice to the respondent requesting the refund of the amount so paid by the complainant through his lawyer on 27.09.2024 but the respondent again failed to comply with the request of the complainant.
- vi. That the respondent, to further cheat and defraud the complainant by taking his hard-earned money and not acting upon as promised and thereafter not refunding the amount so paid by the complainant. The complainant has undergone severe mental harassment due to the negligence on the part of the Respondent. The complainant had faced all these financial burdens and hardship from his limited income resources, only because of Respondent's failure to fulfill its promises and commitments. Failure of commitment on the part of Respondent has made the life of the complainant miserable socially and financially as all his personal financial plans and strategies were based on the date of delivery of the letter of allotment by the Respondent. Hence, the present complaint seeking the following reliefs.

C. Relief sought by the complainant:

8. The complainant has sought following relief(s):
 - i. Direct the Respondent Company to refund the amount of Rs.1,19,204/- received against the booking amount made by the

complainant along with interest @18% per annum from the date of deposit till realization of the same in view of the violation of Section 18 of the Act.

- ii. Direct the Respondent to pay an amount of Rs.21,000/- as litigation expenses.

9. On the date of hearing, the authority explained to the respondent/ promoter about the contravention 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

10. The respondent has contested the complaint on the following grounds:

- i. That the subject matter of the present complaint is not maintainable before this Authority as the Arbitration Clause has been accepted, agreed and signed by the Complainant in the Builder Buyer Agreement. Hence, the present complaint may kindly be dismissed and the Complainant be directed to present before the Arbitral Tribunal as per section 8 of the Arbitration and Conciliation Act, 1996.
- ii. That the complainant is a wilful defaulter and deliberately, intentionally and knowingly has not paid timely instalments. The complainant is a defaulter under section 19(6) & 19(7) of the Act. It is humbly submitted that the complainant failed to clear the outstanding dues despite several reminders that were issued by the respondent.
- iii. That the complainant's motives are marred by malafide intentions. The present complaint, founded on false, fabricated, and erroneous grounds, is perceived as an attempt to blackmail the respondent.

The complainant, in reality, is acting as an extortionist, seeking to extract money from the respondent through an urgent and unjustified complaint. This action is not only illegal and unlawful but also goes against the principles of natural justice.

- iv. That there is every apprehension that the Complainant in collusion with any staff member of the Respondent company including ex-employee or those who held positions during that time may put forth the altered and fabricated document which is contradictory to the affordable housing policy should not be considered binding on the company in any manner whatsoever.
- v. That in case cancellation notice by the Respondent has been issued to the Complainant and given time has been expired and thereafter the Complainant by manipulation and in collusion with the bank or any staff of Respondent company and got the funds transferred in the respondent company account and got the receipt from the company, it does not mean that cancellation has been revived in any manner whatsoever.
- vi. That it is submitted that all procedure and approval have been completed and the Respondent was always willing their part of performance. It is submitted that it was the Complainant who did not fulfill the terms and conditions of the agreement and escaped from her part of performance. The Complainant did not make the payment as per the agreement and still the complete has not been made by her. Therefore, the Complainant cannot hold liable to the Respondent for her own wrong and default. Further the Final price of the flat was not ₹ 27,88,086/- as alleged by the Complainant. It is submitted that the final price will be much more after including the



taxes (as applicable) and other applicable charges by the Govt/ Authorities/local municipalities etc. Payment made by the Complainant is denied for want of knowledge. The Complainant has not filed any proof i.e. certified bank statement etc. Therefore, the complaint is liable to be dismissed with exemplary cost.

- vii. That it is submitted that the Complainant was herself negligent and defaulter in complying the terms and conditions of the agreement and she has not made the payment as per the agreement. The Complainant cannot claim for her own wrong and default. The Respondent was always willing to fulfill their part of performance but the Complainant escaped from her part of agreement.
- viii. It is submitted that it is the Respondent who has suffered financial as well mental harassment due to conduct and false allegation by the Complainant. It is further submitted that firstly the Complainant did not make the timely and complete payment of installments as per the agreement and secondly by alleging false and frivolous allegations against the Respondent. Therefore, by the conduct of the Complainant, the Respondent has suffered huge financial loss and well mental harassment for tarnishing image of the Respondent.
- 11. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and oral as well as written submissions made by the parties.

E. Jurisdiction of the authority

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



E. I Territorial jurisdiction

13. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District 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 complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

14. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee 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 maybe;

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.

15. 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. Findings on the relief sought by the complainant

F.I Direct the Respondent Company to refund the amount of Rs.1,19,204/- received against the booking amount made by the complainant along with interest @18% per annum from the date of deposit till realization of the same in view of the violation of Section 18 of the Act.

F.II Direct the Respondent to pay an amount of Rs.21,000/- as litigation expenses.

16. The counsel for the complainant states that complainant has paid booking amount only and draw of lots were never conducted by the respondent. Thus, entitled to the relief of refund along with interest.
17. The counsel for the respondent states that the complainant is not allottee as no allotment letter has been issued in favour of the complainant till date. Further, as per the receipt annexed by the complainant along with the complaint, it is evident that no money has been paid to the respondent rather it has been paid to some governmental agency. Thus, the complainant does not fall within the definition of allottee and thus not entitled to the relief under the Act.
18. Keeping in view the factual matrix of the present case, the question posed before the Authority is whether the Complainant falls within the definition of the term 'Allottee' as defined under section 2(d) of the Act and as such, the present complaint is maintainable or not keeping in view the provisions of the Act?
19. The authority is of the view that the term "allottee" has been defined under section 2(d) of the Act and the same is reproduced as under:

"2 In this Act, unless the context otherwise requires-

*(d) "allottee" in relation to a real estate project, means 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".*

(Emphasis supplied)

20. Accordingly, following are allottees as per this definition:

(a) Original allottee: A 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.

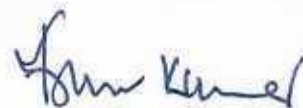
(b) Allottees after subsequent transfer from the original allottee: A person who acquires the said allotment through sale, transfer or otherwise.

However, allottee would not be a person to whom any plot, apartment or building is given on rent.

21. The Authority notes that in the present case, the complainant has not received an allotment letter from the respondent, nor has a Builder-Buyer Agreement (BBA) been executed between the parties. The lack of a formal agreement or letter of allotment means that the complainant cannot be classified as an "allottee" under Section 2(d) of the Act. Furthermore, the receipt provided by the complainant shows payment to the Department of Town and Country Planning, Government of Haryana, not the respondent company. As per the receipt annexed by the complainant, the amount has not been paid to the respondent rather, the said receipt is a system generated receipt and has been issued by 'Department of Town and Country Planning Government of Haryana'. This further substantiates the respondent's position that there was no direct financial transaction between the complainant and the respondent. This absence of a payment relationship means that the complainant cannot be considered an allottee as per the Act's definition. There is no document on record, such as an allotment letter, executed agreement, or any correspondence from the respondent, which confirms the complainant's status as an allottee in the project. Since the complainant has not been formally allotted a plot or apartment by the

- respondent, the complainant does not meet the legal definition of an allottee.
22. Furthermore, the absence of any document signed or stamped by the respondent company further reinforces the view that no contractual or allotment relationship has been established between the complainant and the respondent. This is crucial, as the legal framework of Act relies on formal agreements and allotment letters to establish such relationships.
23. Based on the facts presented and the legal framework under the Act, the Authority finds that the complainant does not qualify as an "allottee" under Section 2(d) of the Act. The complainant's claim is not supported by the requisite documents (such as an allotment letter or BBA), and there is no direct payment relationship between the complainant and the respondent. Therefore, the complaint is not maintainable under the provisions of the Act. Given these facts, the Authority is of the view that the complainant is not entitled to the relief sought, as they fail to meet the definition of an allottee.
24. In view of the foregoing reasons, the Authority finds no merit in the present complaint and the same is accordingly dismissed.
25. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
26. True certified copy of this order shall be placed in the case file of each matter. File be consigned to registry.

Dated: 11.07.2025



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory
Authority, Gurugram