

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

Date of decision: 12.12.2025

NAME OF THE BUILDER		HOMETOWN PROPERTIES PVT. LTD. & ORS.	
PROJECT NAME		Oodles Skywalk	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/2930/2025	Smt. Swatee Arora V/s Hometown Properties Pvt. Ltd & ors.	Ms. Preeti Jain Sh. Gulshan Sharma
2.	CR/2932/2025	Mr. Manish Arora V/s Hometown Properties Pvt. Ltd & ors.	Ms. Preeti Jain Sh. Gulshan Sharma

<b>CORAM:</b>	
Shri. Arun Kumar	<b>Chairman</b>

**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 projects, namely, 'OODLES SKYWALK' being developed by the same respondent promoters i.e., M/s Hometown Properties Pvt. Ltd & ors.
3. The details of the complaints, reply to status, unit no., date of agreement, & allotment, due date of possession, offer of possession and relief sought are given in the table below:

<b>Project Name and Location</b>		<b>"Oodles Skywalk", Sector 83, Gurugram, Haryana.</b>
<b>Possession clause:</b> <i>Not available</i>		
<b>OC: Not obtained</b> <b>Offer of possession: Not Offered</b>		
<b>Comp no.</b>	<b>CR/2930/2025</b>	<b>CR/2932/2025</b>
<b>Provisional Allotment letter</b>	[Page 8 of reply]	[Page 8 of reply]
<b>Unit no. and area</b>	Shop no. 8, admeasuring 914.72 sq. ft.	Shop no. 5, admeasuring 912.36 sq. ft.
<b>Builder buyer agreement</b>	Not executed	Not executed
<b>Total sale consideration</b>	Rs.75,00,000/- [As per demand letter on page 20 of reply]	Rs.75,00,000/- [As per demand letter on page 20 of reply]
<b>Amount paid</b>	₹7,50,000/- [As per demand letter on page 20 of reply]	₹7,50,000/- [As per demand letter on page 20 of reply]
a. Refund the entire amount paid		

4. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure

compliance of the obligations cast upon the promoters, the allottees and the real estate agents under the Act, the rules and the regulations made thereunder.

5. The facts of all the complaints filed by the complainants/ allottees are also similar. Out of the above-mentioned cases, the particulars of lead case **CR/2930/2025 titled as Smt. Swatee Arora V/s Hometown Properties Pvt. Ltd & ors.** are being taken into consideration for determining the rights of the allottees qua delay possession charges, quash the termination letter get executed buyers' agreement and conveyance deed.

**A. Unit and project related details**

6. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, date of buyer's agreement etc, have been detailed in the following tabular form:

**CR/2930/2025 titled as Smt. Swatee Arora V/s Hometown Properties Pvt. Ltd & ors.**

S. N.	Particulars	Details
1.	Name and location of the project	"Oodles skywalk, Sector 83, Gurugram
2.	Project area	3.03 acres
3.	Nature of Project	Commercial
4.	DTCP license no. and validity status	Not available
5.	Rera registered/ not registered and validity status	<b>Registered 380 of 2019</b>

6.	Provisional Allotment letter dated	(page 8 of reply)
7.	Unit no.	Shop 8 (page 12 of reply)
8.	Unit Admeasuring	914.72 sq. ft.
9.	Buyer's Agreement	Not executed
10.	Possession Clause	<b>Not available</b>
11.	Due date of possession	<b>Not available</b>
12.	Total Sale Consideration	Rs.75,00,000/- (As per demand letter on page 20 of reply)
13.	Total amount paid	Rs.7,50,000/- (As per demand letter on page 20 of reply)
14.	Occupancy Certificate	26.10.2023
15.	Offer of possession	Not Offered

**B. Facts of the complaint:**

7. The complainants have submitted as under:

- i. That the complainant was induced to buy the said shop on the basis of assurances & representations made by Respondent's project in Oodels skywalk sector 83. The project was aimed at making commercial shops luxurious and smart without costing the price to nature.
- ii. That believing these representations of the respondent's company and on the lookout for a cost-effective abode for their self, the complainant booked a commercial shop in the said project in 2014.

- iii. That the respondents promised that the project will bring good returns. complainant contacted respondent no.2, thereby respondent no.2 send their representatives to complainant's house. The representatives of the respondent no.2 promised complainant that the he would follow strict adherence to the timeline of the project. Respondent No.2 promised to complainant that respondent no.2 will give possession to complainant timely in 2019.
- iv. That the builder had taken money as a booking amount through cheque, but had not issued any allotment letter for the shop till now.
- v. That it was assured by the respondent no.2 that all the requisite permissions from the authorities were being taken. Thereafter, the respondent no.2 asked complainant to wait for further payment timeline and promised to complainant that they will keep posted about the development of the said project. The respondent no.2 told that they will generate demand letters as per the stage of completion of project.
- vi. That complainant had paid INR 7,50,000/- to respondent no.2 by the cheque which is 10% of Sale price of shop i.e. INR 75,00,000/-. Complainant gave to respondent no.2 cheque of the A/c No. 11116066551 payable at State Bank of India. The above said account is in the name of Mr. Manish Arora.
- vii. That after booking the unit, respondent no.2 had sent physical greeting cards for every festival which was mailed to address in Delhi which relates to complainant relative's house Mr. Rohit Chandan, who is also ex-employee of respondent no.2.
- viii. That complainant received last greeting cards for Diwali wishes in the complainant's name from respondent no.2 on 18 Oct 2019.

- ix. That when complainant visited to the site and came to know about that there were some problems in the initiating the work of the project. Post multiple visits and calls, by complainant to the respondent no.2's office, respondent no.2 assured complainant verbally that if the project would not start or the project work stalled due to any of the reason complainant will get her money back.
- x. That the persons named Ram Dhari Gupta and Ashok Gupta assured complainant that their money is safe as the money was received in the bank account of respondent no.2. However, as the time passed, respondent no.2 started ignoring the calls from the complainant. The representatives of respondent no.2 started beating around the bush whenever the enquiries about the project was made by the complainant.
- xi. That the complainant demanded a receipt multiple times, while respondent no.2 had not given the receipt and told the complainant's husband that the receipt will be send by post along with a demand letter to the present address of the complainant. However, respondent no.2 was reluctant to provide the receipt and the booking agreement or the allotment letter or demand letter.

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

8. The complainants have sought following relief(s):

- i. To direct the respondent to refund the entire paid-up amount along with interest.
  - ii. To direct the respondent to pay legal expenses of Rs. 1,00,000/-.
9. On the date of hearing, the authority explained to the respondent /promoters 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.**

10. The respondent has contested the complaint on the following grounds:
- i. That the present complaint is not maintainable in the present manner as it is an admitted position in the present case that the complainant has failed to disclose before this Hon'ble Court that she herself are the defaulter and had, except the booking amount of Rs. 7,50,000/- not paid any further amount in the present case, which disentitle her not to have any kind of relief granted by this Hon'ble Authority. It is respectfully submitted that, in the present case, the complainants Ms. Swatee Arora have booked one unit/ shop with the answering respondents and unit in the name of Mrs. Swatee Arora having area of 914.72 sq. ft. with sale consideration of Rs. 79,30,622/- excluding taxes and other charges. That out of said sale consideration of the unit, complainant has only paid an amount of Rs. 7,50,000/-, at the time of registration for booking of the said tentative unit/shop and failed to pay the remaining balance payment and, thus, due to non-payment of their dues, she became "defaulter" and her tentative booked unit has already been cancelled long time back and the amount given by her 10% has already been forfeited by the answering defendants as the project in question is complete, wherein the OC has already been granted way back in 26/10/2023. In fact, when the answering respondents demanded for another payment on 5th March 2015 and requested the complainants to complete the paper formalities to complete the process for the allotment and sign the space buyer

agreement, she have not responded to the communication of the answering respondents. Thus, after having received not any feedback and the payments, a non-payment of dues i.e. final notice for cancellation was sent to the complainants on 1st June 2017, followed by cancellation notice dated 25th September 2017. Thus, as per the law laid down by this Hon'ble Authority in catena of decisions, the present case is liable to be rejected by this Hon'ble Authority. Thus, in any eventuality, the complainant is not entitled for any equity claimed from this Hon'ble Authority as their tentative booked Unit has already been cancelled prior to the due date of possession.

- ii. It is further submitted that because of the fact that allottee herein are the "defaulters", who wilfully and intentionally defaulted in making timely payments / instalments as per the agreement executed between the parties. The allottees herein also violated various terms of the agreement and defaulted in making timely payments, which accounted to shortage of money for the project, which in turn also delayed the project. It is respectfully submitted that present is one of such cases, wherein the present allottee also became "defaulter" in making the timely payment, which further led to creating hindrance in smooth functioning of the construction work in the project. It is further respectfully submitted that the project such as the one question is a huge project and involves putting in place huge infrastructure and is dependent on timely payment by all the allottees. Such huge projects do take some reasonable time for completion and timelines are not absolute. Moreover, the complainants persistently defaulted in timely. The respondent remittance of the instalments to the respondent was

constrained to issue various demand letters, notices, reminders etc. to the complainant allottee requesting her to remit her outstanding dues, which she miserably failed to pay and ignored all the demand letters, notices and reminders, which led to finally cancellation of tentative booked unit. Thereafter, since the respondent has already obtained the occupation certificate from the concerned Authority, the respondent, as per well settled law enunciated by various Courts, forfeited 10% amount being "earnest money" paid by the complainants.

- iii. Moreover, the complainant consciously and maliciously chose to ignore the payment schedule issued by the respondent and flouted in making timely payment of the instalment, which was an essential, crucial and an indispensable requirement under the agreement. Furthermore, when the complainants defaulted in her payments as per schedule agreed upon, the failure has a cascading effect on the operations and the cost of the project increases exponentially and further causes enormous business losses to the respondent. The complainant chose to ignore all these aspects and wilfully defaulted in making timely payments. The respondent, despite defaults of several allottees, earnestly fulfilled its obligations under the agreement and completed the Therefore, there is no project as expeditiously as possible. equity in favour of the complainant, more so, when the tentative booked amount to the tune of 10% percent has already been forfeited by the answering respondents in lieu of cancellation of tentative booked unit as complainants herein miserably failed to pay any further amount / instalments as per the plan for the tentative

booked unit, except making payment of Rs. 7,50,000/- out of total sale consideration of Rs. 79,30,622/- for the unit.

11. 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 those undisputed documents and 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 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.

**E. II Subject-matter jurisdiction**

14. 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) (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)** *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 complainants at a later stage.
16. Further, the authority has no hitch in proceeding with the complaint and to grant a relief of refund in the present matter in view of the judgement passed by the Hon'ble Apex Court in ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. 2021-2022 (1) RCR (Civil), 357*** and reiterated in case of ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022*** wherein it has been laid down as under:

*"86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory authority which has the power to examine and determine the outcome of a complaint. At the same time, when it comes to a question of seeking the relief of adjudging compensation and interest thereon under Sections 12, 14, 18 and 19, the adjudicating officer exclusively has the power to determine, keeping in view the collective reading of Section 71 read with Section 72 of the Act. if the adjudication under Sections 12, 14, 18 and 19 other than compensation as envisaged, if extended to the adjudicating officer as prayed that, in our view, may intend to expand the ambit and scope of the powers and functions of the*

*adjudicating officer under Section 71 and that would be against the mandate of the Act 2016."*

17. Hence, in view of the authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the authority has the jurisdiction to entertain a complaint seeking refund of the amount and interest on the refund amount.

**F. Relief sought by the respondent.**

**F.I. To direct the respondents to refund the entire paid-up amount along with interest.**

18. The complainant in the present complaint is seeking relief w.r.t the refund of the entire amount paid by the complainant for the alleged allotted shop bearing no. 8, stated to be measuring 914.72 sq. ft. in the project 'Oodles Skywalk', sector-83, Gurugram. The complainant further states that it has made a payment of Rs. 7,50,000/- towards the said unit.
19. The respondents have categorically denied all the allegations. The respondent's states that the complainant has only paid an amount of Rs. 7,50,000/-, at the time of registration for booking of the said tentative unit/shop and failed to pay the remaining balance payment and her tentative booked unit has already been cancelled long time back and the amount given by her 10% has already been forfeited by the respondents as the project in question is complete, wherein the OC has already been granted way back in 26.10.2023. The complainant failed to complete the required booking formalities including selection of unit and has never come forward to execute builder buyer agreement between the parties. Therefore on 25.09.2017 the respondents cancelled the booking of the unit of complainant.
20. On consideration of the documents available on record and submissions made by the parties, the Authority observes that the complainant alleges

that he had booked a unit in the respondent's project and made certain payments towards the same. However, he has failed to produce any document that would legally establish an allotment in his favour. Moreover, the complainant has stated that he made several calls to the respondents to execute the builder buyer agreement but there are no documents on record to substantiate the said fact. There is no allotment letter and no builder-buyer agreement was ever executed between the parties. 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."*

21. In the absence of any documentary proof of allotment or contractual relationship between the complainant and the promoter, the complainant does not fall within the definition of an 'allottee' under Section 2(d) of the Act. Therefore, the question of refunding the entire amount paid by the complainant and awarding interest does not arise and the present relief sought by the complainant is not maintainable under section 31 of the Real Estate (Regulation and Development) Act, 2016.

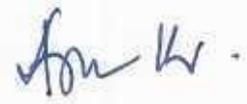
**F.II Cost of litigation of Rs. 1,00,000/-.**

22. The complainants are seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra)*, has held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by

the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

23. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
24. Complaint stands disposed of.
25. Files be consigned to registry.

**Dated: 12.12.2025**



**(Arun Kumar)**  
Chairman  
Haryana Real Estate  
Regulatory authority,  
Gurugram

