

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

Complaint no.: 2113 of 2025
First date of hearing: 04.09.2025
Date of order: 18.12.2025

Hardik Goel through GPA
holder Dharmindra Goel
R/o: - H. No. 103, Ward No. 01, Aggarwal Colony,
Bhamashah Nagar, Hissar, Haryana-125001.

Complainant

Versus

M/s Ocean Seven Buildtech Private Limited
Regd. Office At: - 505-506, Spaze I Tech Park
Sohna Road, Sector-49, Gurugram- 122018.

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Harshit Batra (Advocate)

Complainant

Shri Arun 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 there under or to the allottees as per the agreement for sale executed *inter se*.



A. Project and unit related details

2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name and location of the project	"The Venetian" at sector-70, Gurugram
2.	Nature of the project	Affordable group housing
3.	Project area	5.10 acres
4.	DTCP license no.	103 of 2019 dated 05.09.2019 Valid up to 04.09.2024
5.	RERA Registered/ not registered	Registered Vide no. 39 of 2020 dated 27.10.2020 Valid up to 02.09.2024
6.	Unit no.	304, 3 rd Floor in Tower-2 (As per page no.49 of the complaint)
7.	Unit area admeasuring	556.280 sq. ft. (carpet area) 90 sq. ft. (balcony area) (As per page no.49 of the complaint)
8.	Date of allotment	09.03.2021 (As per page no.49-50 of the complaint)
9.	Date of approval of building plan	07.02.2020 (as per DTCP official website)
10.	Date of environmental clearance	Not obtained (as submitted by counsel for the respondent during the proceedings dated 18.12.2025)
11.	Date of execution of buyer's agreement	Not executed
12.	Payment plan	Time linked payment plan
13.	Possession clause	Not provided



14.	Possession clause (as per affordable housing policy, 2013)	1(IV) of the Affordable Housing Policy, 2013 <i>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.</i>
15.	Due date of possession	Cannot be ascertained
16.	Total sale consideration	Rs.22,70,120/- (As mentioned in application form at page no. 45 of the complaint)
17.	Amount paid by the complainant	Rs.8,53,207/- (As per receipt information at page no. 55 of the complaint)
18.	Occupation certificate	Not obtained
19.	Offer of possession	Not offered
20.	GPA (<i>Mukhtyarnama Aam</i>) by original allottee in favor of his father (Dharminder Goel)	07.01.2020 (As per page no. 22-27 of the complaint)

B. Facts of the complaint: -

3. The complainant has made the following submissions in the complaint: -
- That the complainant is a peace loving and law-abiding citizen of India who in their utmost bonafide and believing upon the assurances/ promised of the respondent, had purchased a unit described below and hence, falls under the definition of allottee under section 2(d) of the Act.
 - That the complainant is represent through his father and the general power of attorney holder, Mr. Dharmender Goyal vide GPA dated 06.01.2020.



- c. That respondent was completely engrossed with its blazoning gimmick through various authorised representatives. That relying on the assurances, promises, representations and warranties of the respondent, the complainant decided to make a booking in the project. That as per the brochure the total sales consideration of the unit is Rs.22,70,120/-.
- d. That thereafter the complainant was vide allotment letter dated 09.03.2021 was allotted flat no. 304, tower No.2, 2BHK (TYPE-2) ad-measuring of 556.280 sq. ft. in the Affordable Housing project "The Venetian" of the respondent being developed on the land at sector-70 bearing registration no. 629 of 2020.
- e. That the complainant fulfilling his due obligations, made timely payment as and when demanded by the respondent. That till date the complainant has made payment of Rs.8,53,207/-.
- f. That the complainant requested the respondent to execute the builder buyer agreement but the till date the respondent has failed to execute the agreement and collected the sum equivalent to 37% of the total sale consideration of the unit which is in complete violation of the Section 13(1) of the RERA Act.
- g. That the complainant has failed to complete the construction of the project and miserably failed to abide by its obligations. That till no construction has been done at the project site.
- h. That since almost 4 years, the respondent has wrongfully enjoyed a huge sum of money paid by the complainant with a desire of getting the Unit in his name for his personal and domestic use. That the promises, assurances and warranties made by the respondent were broken in the most unlawful and illegal manner.
- i. That the respondent has intentionally caused wrongful gains to itself and wrongful losses to the complainant when in fact the complainant has deposited his hard-earned money by being ensnared in the false lucrative and sham



- promises of the respondent, when in fact, the respondent never intended to make any allotment in favour of the complainant.
- j. That the respondent has acted in the most unlawful and illegal manner and has violated many provisions of the Act.
- k. That, the implementation of the Act followed with crystallising the obligations of the respondent builder, however, since March 2016 (i.e., the date of passing of the Act), the respondent has been in constant default as it did not proceed with the execution of the agreement despite stringent obligations being derived from the sections 11(3), 11(4) and 13(2) of the Act. That the respondent has gravely violated the same by collecting more than 10% of the cost of the unit before the execution of the agreement. That 3 years have lapsed since the date of the allotment but the respondent has not executed the builder buyer agreement.
- l. That it has been almost 4 years since the booking that respondent has been wrongfully enjoying the money of the complainant including the returns and profit over the sum deposited by the complainant.
- m. That as per clause 1(iv) of the Affordable Housing Policy, the possession is to be transferred within 4 years from the date of approval of building plans or date of environment clearance, whichever is later. That the respondent till date has not obtained the environment clearance and hence is the due date is not ascertainable. That since the due date is not mentioned by the respondent, thus, the respondent has the obligation to deliver the possession within a reasonable time. That the allotment was made vide letter dated 09.03.2021. Therefore, the due date of possession comes out to be 09.03.2024.
- n. That since the respondent failed to execute the agreement, the complainant cannot be perpetually made to wait for the possession of the unit. That the Hon'ble Supreme Court in various judgments have upheld that in the absence of any agreement for sale and consequently for the ascertainment of the due date



of delivery of possession of the unit, a reasonable time should be taken from the date of allotment and the reasonable time period to be 3 years. That the time period of 3 years expired on 09.03.2024. That it has been more than 3 years since the allotment, the respondent has miserably failed in executing an agreement and in giving possession of the unit.

- o. That while the complainant abided by its end of the bargain and made payments, however, the respondent has failed to complete construction and offer possession within a reasonable time. The respondent made tall promises and assured the innocent complainant that the unit will be delivered in time and the complainant will soon be able to utilise it.
- p. Thus, the respondent has delayed the construction and failed to offer a valid possession and compensation for the delay in possession. That the basic obligations of the Act have been miserably violated by the respondent, due to its inordinate delay.
- q. That owing to the grave delay in the delivery of possession by the respondent, the complainant is requesting for refund the amount paid by the complainant as per his unqualified right under Section 18(1) of the Act, and in the interest of justice, the complainant now cannot be forced to take the possession after a delay in delivery of possession and arbitrary demands. That the complainant reserves the right to file for compensation before the Ld. Adjudicating Officer.
- r. That as per the provisions of the Act as well as under the affordable housing policy, it is well established that the allottee shall have the right to seek a refund in case of delay in delivery of possession and the promoter cannot force the allottee to remain in the project.
- s. That the complainant has unfettered rights to claim a refund from the builder in case of inordinate delay in possession, as has been noted by the Hon'ble Supreme Court and the Hon'ble Authority. That the Authority while disposing of multiple



complaints in the case of Deepika Sisodia vs Ocean Seven Buildtech Private Limited (C. 1080 of 2023) in the same project allowed the relief of refund to the allottees and noted the delayed conduct of the respondent. Hence, the complainant herein is also completely entitled to get a refund of the amount paid by him along with the interest.

C. Relief sought by the complainant: -

4. The complainant has sought following relief(s):
 - i. To direct the respondent to refund the amount of Rs.8,53,207/- paid by the complainant along with the prescribed rate of interest @ MCLR+2%;
 - ii. To direct the respondent to not to create any third-party rights against the subject unit before the full realization of paid-up amount along with interest;
 - iii. Pass any other order in the interest of equity and 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 is contesting the complaint on the following grounds:
 - a. That this Authority does not have jurisdiction to adjudicate upon the present complaint. Both parties have executed an arbitration clause, clearly outlined in the agreement, empowering either party to seek resolution through arbitration. As per the said arbitration clause, any disputes arising out of the agreement shall be submitted to an arbitrator for resolution. Therefore, the present matter be referred to arbitration in accordance with the terms set forth in the agreement.
 - b. That as expressly stipulated in the agreement to sale, the parties, herein, the complainant and respondent, have unequivocally agreed to resolve any disputes through arbitration. This agreement to sell is fortified by clause 16.2 wherein it is stated that all or any disputes arising out of or touching upon or relating to the



terms of this agreement to sell/conveyance deed including the interpretation and validity of the terms hereof and the respective rights and obligations of the parties, which cannot be amicably settled despite best efforts, shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at the office of the company in Gurgaon by a sole arbitrator who shall be appointed by the company. The cost of the arbitration proceedings shall be borne by the parties equally. The language of arbitration shall be in English. In case of any proceeding, reference etc. touching upon the arbitration subject including any award, the territorial jurisdiction of the courts shall be Gurgaon, Haryana as well as of Punjab and Haryana High court at Chandigarh. That the respondent has not filed his first statement before this court in the subject matter.

- c. That the complainant is a willful defaulter and deliberately, intentionally and knowingly have not paid timely installments. The complainant is a defaulter under section 19(6) & 19(7) of the Act. It is humbly submitted that the complainant failed to clear his outstanding dues despite several reminders that were issued by the respondent.
- d. 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.
- e. 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.

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 submission made by the complainant.

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.

E.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 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

10. 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 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.
12. 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."

13. 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. Findings on the relief sought by the complainant.

F.I Direct the respondent to refund the amount of Rs.8,53,207/- paid by the complainant along with the prescribed rate of interest @ MCLR+2%;

F.II Direct the respondent to not to create any third-party rights against the subject unit before the full realization of paid-up amount along with interest;

F.III Pass any other order in the interest of equity and justice.

14. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

15. The complainant was allotted a unit bearing no.304 at 3rd Floor in Tower-2, having carpet area of 556.280 sq. ft. along with balcony with area of 90 sq. ft. in the project of respondent named "Venetian" at Sector 70, Gurugram under the Affordable Housing Policy, 2013 vide allotment letter dated 09.03.2021. As per clause 1(iv) of the policy of 2013, all projects under the said policy shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. Thus, the possession of the unit was to be offered within 4 years from the approval of building plans (07.02.2020) or from the date of environment clearance (not obtained yet). Therefore, the due date of possession cannot be ascertained. As per record, the complainant has paid an amount of Rs.8,53,207/- to respondent. Due to failure on the part of the respondent in obtaining environment clearance from the concerned authority and inordinate delay on part of the respondent to start construction of the project in question, the complainant has surrendered the unit.

16. As per the clause 5 (iii)(h) of the Affordable Housing Policy, 2013 as amended by the State Government on 05.07.2019, the relevant provision regarding



surrender of the allotted unit by the allottee has been laid down and the same is reproduced as under:

Clause 5(iii) (h) of the Affordable Housing Policy, 2013

"A waiting list for a maximum of 25% of the total available number of flats available for allotment, may also be prepared during the draw of lots who can be offered the allotment in case some of the successful allottees are not able to remove the deficiencies in their application within the prescribed period of 15 days. [On surrender of flat by any successful allottee, the amount that can be forfeited by the colonizer in addition to Rs. 25,000/- shall not exceed the following: -

Sr. No.	Particulars	Amount to be forfeited
(aa)	In case of surrender of flat before commencement of project	Nil
(bb)	Upto 1 year from the date of commencement of the project	1% of the cost of flat
(cc)	Upto 2 year from the date of commencement of the project	3% of the cost of flat
(dd)	After 2 years from the date of commencement of the project	5% of the cost of flat

Such flats may be considered by the committee for offer to those applicants falling in the waiting list. However, non-removal of deficiencies by any successful applicant shall not be considered as surrender of flat, and no such deduction of Rs 25,000 shall be applicable on such cases. If any wait listed candidate does not want to continue in the waiting list, he may seek withdrawal and the licensee shall refund the booking amount within 30 days, without imposing any penalty. The waiting list shall be maintained for a period of 2 years, after which the booking amount shall be refunded back to the waitlisted applicants, without any interest. All non-successful applicants shall be refunded back the booking amount within 15 days of holding the draw of lots".

17. In the present matter, the complainant-allottee has surrendered his allotted unit due to failure on the part of the respondent in obtaining environment clearance and has requested to cancel the allotment and refund the entire paid-up amount along with interest.



18. However, it has come to the notice of the authority that the respondent has failed to obtain environmental clearance from the competent authority till date. It is pertinent to mention here that as per Clause 5 (iii)(b) of the Affordable Housing Policy, 2013 as amended by the State Government on 22.07.2015 provides that if the licensee fails to get environmental clearance even after one year of holding draw, the licensee is liable to refund the amount deposited by the applicant along with an interest of 12%, if the allottee so desires. The relevant provision is reproduced below for ready reference:

"The flats in a specific project shall be allotted in one go within four months of the sanction of building plans. In case, the number of applications received is less than the number of sanctioned flats, the allotment can be made in two or more phases. However, the licensee will start the construction only after receipt of environmental clearance from the competent authority.

The licensee will start receiving the further installments only once the environmental clearance is received. Further, if the licensee, fail to get environmental clearance even after one year of holding of draw, the licensee is liable to refund the amount deposited by the applicant alongwith an interest of 12%, if the allottee so desires."

19. Also, the respondent has raised an objection that complainant allottee is a wilful defaulter and has failed to make payment of the instalments and has thus violated provisions of Section 19(6) & (7) of the Act. In this regard, the authority observes that as per clause 5(iii)(b) of the Affordable Housing Policy, 2013, the licensee will start receiving the further installments only once the environmental clearance is received. As delineated hereinabove, the respondent has failed to obtain environmental clearance till date, thus, are not entitled to receive any further payments. Hence, the objection raised by the respondent is devoid of merits.
20. Further, as per amendment dated 09.07.2018 in Affordable Group Housing Policy, 2013, the rate of interest in case of default shall be as per Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017. Rule 15 of the Rules is reproduced as under:



Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

21. The legislature in its wisdom in the subordinate legislation under the rule 15 of the rules has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
22. Thus, the allottee is entitled to refund of the entire amount deposited along with interest at the prescribed rate as per aforesaid provisions laid down under Affordable Housing Policy, 2013.
23. Hence, the respondent-promoter is directed to refund the entire paid-up amount of Rs.8,53,207/- as per clause 5(iii)(b) of the of Affordable Housing Policy, 2013 as amended by the State Government on 22.07.2015, along with prescribed rate of interest i.e., @10.80% p.a. (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual realization of the amount within the timelines provided in Rule 16 of the Haryana Rules 2017 *ibid*.

G. Directions of the Authority

24. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under Section 34(f) of the Act:



- i. The respondent is directed to refund the entire paid-up amount of Rs.8,53,207/- as per clause 5(iii)(b) of the Affordable Housing Policy, 2013 as amended by the State Government on 22.07.2015, along with prescribed rate of interest i.e., @10.80% per annum as prescribed under Rule 15 of the Rules, 2017 from the date of each payment till the actual realization of the amount.
 - ii. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.
25. The complaint stands disposed of.
26. File be consigned to registry.


(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 18.12.2025