BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**6702 of 2025**
Date of complaint	:	**06.01.2026**
Date of decision	:	**29.09.2026**

Shubham Kukreti,
R/o: - F-112, Block-F, Karam Pura, West Delhi, delhi-110015.

Complainant

Versus

M/s Ocean Seven Buildteh Limited.
Having Regd. Office at: 2nd Floor, Tilak bhawan, Tilak Marg-Jaipur.

Respondent

CORAM:
Arun Kumar — **Chairman**

APPEARANCE:
Shubham Kumar (Proxy Counsel) — Complainant
Dheeraj Kumar (Advocate) — Respondent

ORDER

1. This complaint has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made thereunder or to the allottee 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 complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name of the project	Expressway Towers, Sector 109, Gurugram, Haryana.
2.	Project area	7.5 Acres
3.	Nature of the project	Affordable housing project
4.	DTCP license no.	06 of 2016 dated 16.06.2016
	License valid till	15.06.2021
	Licensed area	7.5 acres
	License holder	Sh. Shree Bhagwan C/o M/s Ocean Seven Buildtech Pvt. Ltd.
5.	HRERA registered/ not registered	**Registered vide no. 301 of 2017 dated 13.10.2017**
	HRERA registration valid up to	12.04.2022 (Including 6 months COVID extension)
6.	Building plan approval dated	26.09.2016 (taken from CR/5900/2023 decided on 30.05.2025)
7.	Environment clearance dated	30.11.2017 (taken from CR/5900/2023 decided on 30.05.2025)
8.	Allotment letter	NA
9.	Unit no. as per demand letter	504, Tower-7 (Page 41 of complaint)

10.	Unit admeasuring as per demand letter	324 sq. ft. of carpet area along with 69 sq. ft. of balcony area (Page 40 of complaint)
11.	Builder buyer agreement	Not executed
12.	Possession clause	**NA**
13	Acknowledgement Slip	**28.01.2016** **(page 40 of complaint)**
14.	Possession clause (As per Affordable Housing Policy, 2013)	***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.*
15.	Due date of possession	**NA**
16.	Total consideration	Cannot be ascertained
17.	Amount paid by the complainant	Rs. 31,87,048/- as per acknowledgement slip (as alleged by the complainant)
18.	Occupation certificate	Not obtained
19.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions in the complaint: -

a) That the allottee booked a unit in the said real estate project relying on the representations made by the Respondent with respect to the project's sanctioned plans and layouts and believing the promise of the Respondent to deliver the possession of the said apartment within the time limit and hence, by virtue of the Flat Buyer's Agreement and allotment, falls within the purview of Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "**Act**"). The respondent is a company incorporated under the companies Act, 1956, was responsible for the construction and development of the said real estate project and hence comes within the meaning of Section 2(zk) of the Act.

b) That relying on the representations, warranties, and assurances of the Respondent about the timely delivery of possession, the complainant booked an apartment in the real estate project of the respondent, which being constructed under the name and style of "**Expressway Tower**" at Sector 109, Gurugram, under the affordable Housing Policy, 2013 ("**Project**"). The complainant after booking of the unit in the aforementioned project of the respondent has been harassed and agonized by the respondent who is guilty of not only providing deficient services has also been most unfair in his conduct with the applicant/ complainant and the same stands proved from the facts stated in the present complaint. A brief of the details of the unit booked by the Complainant(s) under:-

Unit Details	One BHK Unit No.504, Tower 7, 5th Floor, admeasuring 324 sq. ft. carpet area and 69 sq. ft. balcony area.

Project details	"**Expressway Towers**" at Sector 109, Gurugram, under the Affordable Housing Policy, 2013 developed under the license No.301 of 2017dated 16.06.2016. **Registration expired on 12.10.2021.**
Allotment letter	20.05.2017
Builder Buyer Agreement	JUNE 2017
Possession as per Affordable Housing Policy, 2013	Sec 1(iv): 4 years from the approval of Building plan or grant of environmental clearance whichever is later.
Start date for calculation of due date	Computed from building plan dated 26.09.2016 as also done by this Hon'ble Authority in Navita Yadav v. OSB C. No.727 of 2020, order dated 12.05.2022.
Due date	26.09.2020
Delay in offer of possession till 30.10.2023	3 years and 1 month.

Total Amount of the unit	Rs.13,83,722/-as per clause 4.1 Sale consideration of the BBA
Payment plan	Construction linked
Amount paid	Rs.13,87,048/- i.e. more than 100% of the total sale consideration.
Upto date of the outstanding amount	Rs. 00000/-

c) That after the allotment of the unit to the Complainant, the Respondent offered the complainant a builder buyer agreement for execution the said builder buyer agreement was full of arbitrary and one sided clauses, terms and conditions without there being an option for changing the same. The complainant was not given a choice to alter or to change the one sided clauses terms and conditions in the builder buyer agreement and were made to sign the same. The respondent are guilty of not following and deviating from the terms and conditions of the affordable housing policy, under the builder buyer agreement and but have *malafidely* attempted to force its own illegal and unlawful terms and conditions on the complainant. For instance, the due date of possession has been *malafidely* extended over the above the timelines mentioned in the affordable housing policy, 2013. In case of delay in payment, 15% interest is charged from the complainant under clause 4.5 however, if there is default on part of the builder, he is not liable to pay interest on the same to the complainant. The respondent has also taken away the

rights of complainant with respect to raising objections in case where there is an alteration in layout plan and design under clause 4.8 of the agreement. Labour Cess, VAT and WTC have been noted under Clause 4.9(iii) however, the same cannot be legally charged. Thus, from the above, it is clear that the respondent is guilty of acting arbitrarily and without authority of law.

d) That having no other option, the complainant was forced to sign the one sided and arbitrary builder buyer agreement due to the illegal and unlawful conduct of the respondent, the complainant booked the unit in the project of the respondent as he always wanted to own a residential house for himself and his family members and due to pressure and coercion of the respondent, executed one sided and arbitrary builder buyer agreement.

e) That it is the case of the complainant that the respondent is guilty of defaulting and deficiency of service as till date, they have not offered possession of the residential unit booked by the complainant and the project is far from being completed. It is matter of record that no occupancy certificate has been applied till date and even the essential services like, sewerage, electricity and water supply are yet to be provided in the project. The respondent is not only guilty of violating but has also failed to act in terms of the affordable housing policy, 2013 and has failed the entire aim of creating affordable livingdue to its inordinate delay.

f) That the respondent has failed to comply with various provisions and his obligations under the builder buyer agreement but has also acted in violation and against the law on the subject matter. The respondent has also failed to comply with the rules and regulations of various

government authorities and the provisions of Affordable Housing Policy, 2013, due to which the Complainant has faced humiliation, financial hardships and harassment. Moreover, the Respondent is also guilty of make it false and fabricated statements about the progress of the project as and when inquired by the complainant. That thereafter, the *malafide* conduct and unlawful activities of the respondent continued which has consequently led the complainant to go through mental agony and financial distress. It is further submitted that taking advantage of the dominant position and *malafide* intention the respondent has committed and resorted to unfair trade practices and are guilty of harassing the complainant. The respondent is also guilty of duping innocent purchasers like the complainant of their hard earned money and the same would clear from the fact that they make various promises at the time of selling their project to the consumers however, they failed to keep their promises and deceived the innocent and bonafide consumers like the complainant.

g) That accordingly, the respondent is bound to make the payment of interest on the amount deposited by the complainant till the actual handover of possession of complainant's unit is offered by him. That the complainant has a statutory right under Section 18 of the Act, which cannot go unnoticed.

h) That hence, for the delay caused in offering the possession of the unit to the complainant, the respondent is liable to pay the complainant delay possession charges in terms of Section 18(1) of the Act r/w rule 15 of Haryana RERA Rules and Section 11(4) of the Act, from the due date of delivery of possession i.e. 26.09.2020 till actual handover of physical possession after the receipt of occupancy certificate from dtcp.

i) that it is the failure of the respondent / promoter to fulfill his obligations, and responsibilities with respect to handing over the possession within the stipulated time period. Accordingly, the non-compliance of the mandate contained in Section11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession at the prescribed rate of interest from the due date till the physical handover of possession in terms of section 18(1) of the Act.

j) That the respondent has miserably failed to fulfill its obligations i.e. to deliver the possession of the apartment on time and in accordance with Affordable Housing policy, 2013, thereby, causing mental agony, harassment and huge financial losses to the Complainant, hence the present complaint.

k) That it is a matter of fact that the GST was implemented on 01.07.2017. Thereafter, w.e.f. 01.04.2019, the rates of imposition of GST were revised. For an Affordable Housing Policy, 2013, the rate that can be charged from the allottee:

1% without input tax credit or

8% with input tax credit.

l) That the promoter was given the option to either charge GST at the new rates or continue charging the same at the old rates. That the promoter has been charging GST @ 8% from the Complainant, which fact stands proved from the demand letter issued to the complainant due by 19.05.2020, however, till date no input tax credit /ITC has been given to the complainant. The demand letter and ledger annexed herewith show the payment made by the complainant. That despite having made the

payment of the demands raised by the respondent, no input tax credit, or profiteering benefit has been granted to the complainant.

m) That the respondent has been acting in utmost *malafide* manner and has deprived the complainant from enjoying the benefits reserved to him in law and by statute. The respondent has always attempted to cause financial losses to the complainant and take undue advantage by causing wrongful losses to the complainant and wrongful gains to himself which cannot be accepted, under any circumstances whatsoever.

n) That the complainant had availed a loan facility from ICICI Bank for a sum of **Rs.12,95,709/-** and executed a tri partite agreement dated **15.02.2018**. That the bank had to disburse the payments to the builder as per the agreed payment plan.

o) That however, in complete contravention of the same, the respondent demanded monies in complete violation of the agreed payment plan, i.e. before having reached the respective milestone, the respondent demanded the monies from the complainant which the bank has duly denied. At this instance, it needs to be categorically noted that as per the RBI rules and regulations, SBI can only disburse the payment to the respondent in accordance with the construction and not otherwise.

p) That it is pertinent to mention that despite receiving more than 100% of the total sales consideration, the respondent has failed to complete the construction of the project and deliver the unit to the complainant. That being aggrieved by such *malafide* conduct of the Respondent, the complainant asked the respondent to pay the delayed penalty to the complainant @15 p.a. but till date the complainant has not received any response from the respondent. That being aggrieved by such

malpractices adopted by the respondent, the complainant is left with no other option but to file the complaint before the Authority.

q) That the conduct of the respondent has been the most arbitrary, unlawful and *malafide* since the very beginning. Despite having gravely defaulted in the construction of the unit, the material being used for construction being sub-standard, excess monies are being collected from the allottees, the builder has been committing misappropriation of funds in violation of the DTCP norms and the mandatory compliance under the RERA Act.

r) That in September 2022, the DTCP had also recommended the cancellation of the license of the projects of the respondent due to its continuous non-compliance.

s) That thereafter, vide another meeting of the allottee, held on 04.11.2022, with the Chairman, STP Gurugram, all of the aforesaid issues were categorically highlighted. The chairman had also suggested the allottees to approach HRERA for redressal of bilateral issues i.e. forensic financial audit etc. Additionally, the respondent was directed to not sell car parking over the common areas and was required to submit the approved site plan, showing the parking space.

t) That the registration of the project has been expired since **12.10.2021**, and the same has not been renewed till date. That accordingly, the respondent had committed default of Section 6 of the RERA Act and hence penal proceedings in this regard be initiated against the respondent.

u) That moreover, after an inordinate delay in the project, no specific date for handing over the possession has been undertaken by the Respondent and hence, the respondent should be directed to provide an affidavit, the

date by when the valid and legal offer of possession shall be made by the respondent.

C. Relief sought by the complainant:

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

To restrain the respondent from terminating the unit of the complainant till the final disposal of the present complaint.

To appoint a local commissioner to carry out the tasks as mentioned in para 33 of the complaint.

To conduct a forensic audit of the books of accounts of the Respondent as per task mentioned in para 34 of the complaint.

To direct the respondent to provide on affidavit as to when an offer of possession shall be given. If the respondent fails to provide the same, penal proceeding in violation of section 4(2)(i)(c) be initiated against the respondent.

To direct the respondent to provide a valid physical possession after receipt of occupancy certificate.

To direct the respondent to give delayed possession charges @ MCLR + 2% from 26.09.2020 till the date of actual physical possession of the prescribed rate of interest.

To direct the respondent to give anti profiteering credit/ input tax credit to the complainant.

To direct the respondent to execute the conveyance deed after offering valid offer of possession to the complainant.

To direct the respondent to refund the excess amount paid by the complainant over and above the total sale price.

To restrain the respondent from demanding Labour Cess, VAT, Work Contract Tax and Power Backup Charges.

To direct the respondent to give bifurcation of the total sale price including the clarification of cost of parking under the Affordable House Policy, 2013.

To restrain the respondent from charging any maintenance charges in future as the complainant is not bound to pay the same under the affordable House Policy, 2013.

To restrain the respondent from demanding car parking charges from the complainant.

To take action for violation of section 6, i.e. non extension of registration of the Act. Keeping in mind the current status of the project, it is prayed that this Authority may take steps/action under section 8 of Rera Act for completing the project and if required necessary steps be taken to seize control of the project and finish the same either directly or through another organization.

5. The respondent-promoter has failed to file a reply despite several opportunities granted by the authority. It shows that the respondent is intentionally delaying the procedure of the Authority by avoiding to file the written reply. In view of the above, Hence, in view of the same, the Authority has no option but to proceed the ex-parte against the respondent.

D. Jurisdiction of the authority

6. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D.I Territorial jurisdiction

7. 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.

D.II Subject-matter jurisdiction

8. 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.*

9. 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.

E. Findings on the relief sought by the complainant.

E.I To restrain the respondent from terminating the unit of the complainant till the final disposal of the present complaint.

E.II To appoint a local commissioner to carry out the tasks as mentioned in para 33 of the complaint.

E.III To conduct a forensic audit of the books of accounts of the Respondent as per task mentioned in para 34 of the complaint.

E.IV To direct the respondent to provide on affidavit as to when an offer of possession shall be given. If the respondent fails to provide the same, penal proceeding in violation of section 4(2)(i)(c) be initiated against the Respondent.

E.V To direct the respondent to provide a valid physical possession after receipt of occupancy certificate.

E.VI To direct the respondent to give delayed possession charges @ MCLR + 2% from 26.09.2020 till the date of actual physical possession of the prescribed rate of interest;

E.VII To direct the respondent to give anti profiteering credit/ input tax credit to the complainant;

E.VIII To direct the respondent to execute the conveyance deed after offering valid offer of possession to the complainant;

E.IX To direct the respondent to refund the excess amount paid by the complainant over and above the total sale price.

E.X To restrain the respondent from demanding Labour Cess, VAT, Work Contract Tax and Power Backup Charges.

E.XI To direct the respondent to give bifurcation of the total sale price including the clarification of cost of parking under the Affordable House Policy, 2013;

E.XII To restrain the respondent from charging any maintenance charges in future as the complainant is not bound to pay the same under the affordable House Policy, 2013;

E.XIII To restrain the respondent from demanding car parking charges from the complainant;

E.XiV To take action for violation of section 6, i.e. non extension of registration of the Act;

E.XV Keeping in mind the current status of the project, it is prayed that this Authority may take steps/action under section 8 of Rera Act for completing the project and if required necessary steps be taken to seize control of the project and finish the same either directly or through another organization.

10. The Authority observes that the present complaint arises out of a demand letter and acknowledgement slip submitted by the complainant for allotment of a unit in the respondent's project, namely "Expressway Towers, Sector 109, Gurugram, Haryana. As per the record, neither any formal allotment of the said unit has been made in favour of the complainants nor has any Buyer's

Agreement been executed between the parties till date. Accordingly, the transaction between the parties did not progress beyond the stage of booking and never culminated in the allotment of any plot, apartment or building to the complainants.

11. Before examining the merits of the case, it is necessary to determine whether the complainant fall within the definition of allottee or not under the Real Estate (Regulation and Development) Act, 2016. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

> *"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."*

12. As per Section 2(d) of the RERA Act, 2016, an "allottee" means a person to whom a plot, apartment or building has been allotted, sold or otherwise transferred by the promoter. In the present case, admittedly no formal allotment of any unit was ever made in favour of the complainant. Mere payment of booking amount and issuance of payment receipts against the same, in the absence of an allotment letter or agreement for sale, does not confer the status of an allottee upon the complainant.

13. This Authority further observes that for a legally enforceable contract to come into existence, there must be consensus ad idem on essential terms such as identification of the unit, consideration, payment schedule, rights and obligations of the parties which are ordinarily crystallized through an allotment letter and agreement for sale. In the absence of such documents, no concluded contract for sale came into existence between the parties.

14. Since no concluded contract was formed and no allotment was made, the dispute raised by the complainant relating to handover of possession and

execution of conveyance deed, falls outside the scope and jurisdiction of this Authority under the RERA Act, 2016.

15. In view of the above, the present complaint stands dismissed with liberty to the complainant to file fresh complaint along with the builder buyer agreement and allotment letter, upon issuance of the same.
16. Complaint stands disposed of.
17. File be consigned to registry.

Dated: 29.09.2026

(Arun Kumar)
Chairman
Haryana Real Estate
Regulatory Authority,
Gurugram

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