

PROCEEDINGS OF THE DAY		31
Day and Date	Tuesday and 03.09.2024	
Complaint No.	CR/4817/2021 Case titled as Ashok Singhal VS Ocean Seven Buildtech Private Limited	
Complainant	Ashok Singhal	
Represented through	Dr. Atul Shekhawat proxy counsel	
Respondent	Ocean Seven Buildtech Private Limited	
Respondent Represented through	Shri Arun Yadav Advocate	
Last date of hearing	21.05.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 06.12.2021. Despite multiple opportunities to the respondent, the respondent has failed to file reply and in view of the same, the defence of the respondent was struck off by the authority vide order dated 08.12.2023. It was further ordered that interim orders for not creating third party rights in respect of the unit of the complainant shall remain in force.

The succinct facts of the case are as under:

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

CA 14811/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

	HRERA registration valid up to	12.04.2022 (Including 6 months COVID extension)
6.	Building plan approval dated	26.09.2016
7.	Environment clearance dated	30.11.2017
8.	Allotment letter issued in favour of complainant on	20.05.2017 (Page no. 49 of complaint)
9.	Unit no.	1601, 16 th floor, Tower 2 (Page no. 58 of complaint)
10.	Unit admeasuring	644 sq. ft. of carpet area along with 100 sq. ft. of balcony area [Page no. 58 of the complaint]
11.	Builder buyer agreement	25.05.2019 [Page no. 53 of complaint]
12.	Possession clause as per clause 5.2 of the agreement	<i>The Company shall sincerely endeavour to complete the construction and offer the possession of the said unit within five years from the date of the receiving of license ("Commitment Period"), but subject to force majeure clause of this Agreement and timely payment of installments by the Allottee(s), However In case the Company completes the construction prior to the period of 5 years the Allottee shall not raise any objection in taking the possession after payment of remaining sale price and other charges stipulated in the Agreement to Sell. The Company, on obtaining certificate for occupation and use by the Competent Authorities shall hand over the said unit to the Allottee for his/her/their occupation and use, subject to the Allottee having complied with all the terms and conditions of the said Policy and Agreement to Sell and payments made as per Payment Plan. It is further agreed by the Allottee that the Developer shall not be liable for delay in completion of construction, in case of force majeure condition and/or the delay is caused due to non-completion of construction of said Complex/building/unit.</i>

		<i>In the event if a number Allottee(s) are not paying due installments on time or a number of Allottee(s) has withdrawn their application after allotment of unit or a number of units has been cancelled due to nonpayment of due installments or otherwise...</i> <i>[Page 65 of complaint]</i>
13.	Possession clause	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>
14.	Due date of possession	30.05.2022 (calculated from the date of environment clearance dated 30.11.2017 being later + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020)
15.	Total consideration	Rs.26,26,000/- [As per clause 4.1 of BBA at page no. 58 of complaint]
16.	Amount paid by the complainant	Rs.27,15,144/- [As alleged by the complainant at page no. 9 of complaint]
17.	Occupation certificate	Not obtained
18.	Offer of possession	Not offered
19.	Cancellation notice	02.09.2021 (Page no. 108 of complaint)
20.	Legal notice send by the complainant with regard to restoration of allotment of the subject unit	01.10.2021 [Page no. 113 of complaint]



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

21.	Reply to the aforesaid legal notice send by the complainant	10.10.2021 (Page no. 117 of complaint)
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The counsel for the complainant states that he is seeking possession of the allotted unit and the construction of the project is yet not been completed. The counsel for the respondent states that the complainant is defaulter due to non-payment of outstanding dues.

Arguments heard.

Order reserved.

However in the interest of justice, the respondent may file written arguments within a period of 2 weeks with an advance copy to the counsel for the complainant.

Matter to come up on **12.11.2024** for pronouncement of order.

Ashok Sangwan
Member

Arun Kumar
Chairman
03.09.2024

Vijay Kumar Goyal
Member