

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

Date of order: 13.02.2026

NAME OF THE BUILDER		M/s GLS Infraprojects Private Limited
PROJECT NAME		"Central Avenue", Sector 92, Gurugram
Sr. No.	Case No.	Case title
1.	CR/2881/2025	Amarjeet Singh Vs. M/s GLS Infraprojects Private Limited
2.	CR/3587/2025	Utkarsh Kumar Singh Vs. M/s GLS Infraprojects Private Limited

CORAM:

Shri Arun Kumar

Chairman

Appearance:

Shri Amarjeet Singh

Complainant

Shri Harshit Batra (Advocate)

Respondent

ORDER

1. This order shall dispose of both the complaints titled above filed before this authority 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 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, "Central Avenue", at Village Wazirpur, Sector 92, Gurugram being developed by the respondent/promoter i.e., M/s GLS Infraprojects Private Limited. The terms and conditions of the allotment letter, buyer's agreements, fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question seeking award of possession and delayed possession charges and execute the conveyance deed and others.
3. The details of the complaints, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location	"Central Avenue", at Village Wazirpur, Sector 92, Gurugram.
Project area	1.10625 acres
Nature of the project	Affordable group housing colony
DTCP license no. and other details	98 of 2021 dated 18.11.2021 Valid up to 17.11.2026
Name of licensee	M/s GLS Infraprojects Private Limited
RERA Registered/ not registered	Registered 75 of 2022 dated 08.08.2022 Valid up to 17.11.2026
Possession clause as per buyer's agreement	7. Possession of the apartment for residential usage: 7.1... The promoter assures to handover the possession of the apartment to the allottee within a period of 4 years from the approval of building plans or grant of environment clearance, whichever is later or as per agreed terms and conditions unless there is delay due to "force majeure." ... (Emphasis supplied)
Date of approval of building plan	03.12.2019 (As per information provided by the respondent on website at the time of registration of project)



Date of Environment Clearance	Not obtained
Due date of possession	Cannot be ascertained
Occupation certificate	Not obtained
Offer of possession	Not offered

Sr. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size	Allotment Letter And BBA	Total sale consideration and Total amount paid by the complainant in Rs.
1.	<p>CR/2881/2025</p> <p>Amarjeet Singh Vs. M/s GLS Infraprojects Private Limited</p> <p>DOF: 18.06.2025</p> <p>RR: 05.01.2026</p>	<p>P-1106, 11th floor in Tower-P</p> <p>624.199 sq. ft. (carpet area) Tentative area</p> <p>[As per allotment letter at page 41-44 of complaint]</p>	<p>AL: 29.10.2022 [Page 41-44 of complaint]</p> <p>BBA: 06.01.2023 [As per page 47-70 of complaint]</p>	<p>TSC: Rs.27,48,852/- [As per clause 1.2 of BBA at page 52 of complaint]</p> <p>AP: Rs.6,87,213/- [As alleged and as admitted in para 13 at page 11 of reply]</p> <p>Amount refunded by the respondent Rs.6,87,213/- on 03.01.2026 [As per transaction detail provided at page 57 of reply]</p>
2.	<p>CR/3587/2025</p> <p>Utkarsh Kumar Singh Vs. M/s GLS Infraprojects Private Limited</p> <p>DOF: 18.07.2025</p> <p>RR: 06.02.2026</p>	<p>P-304, 3rd floor in Tower-P</p> <p>602.671 sq. ft. (carpet area) Tentative area</p> <p>[As per allotment letter at page 42-45 of complaint]</p>	<p>AL: 29.10.2022 [Page 42-45 of complaint]</p> <p>BBA: 22.11.2022 [As per page 47-72 of complaint]</p>	<p>TSC: Rs.26,57,536/- [As per clause 1.2 of BBA at page 53 of complaint]</p> <p>AP: Rs.6,64,383/- [As alleged at page 34-34 of complaint]</p> <p>Amount refunded by the respondent Rs.6,64,383/- on 19.06.2025 [As admitted by complainant at page 34-35 of complaint also as per bank account statement of complainant at page 74 of complaint]</p>

Relief sought:

- a. Restrain the respondent from unilaterally surrendering RERA Registration No. GGM/600/332/2022/75 without due enquiry and protection of allottees' rights, per Section 8 of the Real Estate (Regulation and Development) Act, 2016.
- b. Declare that the respondent's failure to obtain the Environmental Clearance and Wildlife No Objection Certificate does not constitute force majeure, as official records evidence deliberate inaction, violating Sections 4 and 11.
- c. Direct the respondent to specifically perform their contractual obligations under the Builder-Buyer Agreements to hand over possession of units by 17.11.2026;
- d. Alternatively, assign and direct any other competent builder/developer to take over the project under Section 8 to a competent developer for completion, per the Affordable Housing Policy, 2013.
- e. Award exemplary damages and compensation of Rs.30,00,000/- to the complainant for mental agony, financial losses, loss of opportunity, and health impacts caused by the respondent's fraudulent conduct in addition to the refund of amount paid with interest.
- f. Appoint a committee to investigate the respondent's coercive surrender practices and order restitution with interest for deducted refunds, per Section 18(1)(a).
- g. Direct deposit of collected funds into a Haryana Real Estate Regulatory Authority-supervised days.
- h. Award Rs.2,00,000/- for litigation expenses.
- i. Recommend that the Department of Town and Country Planning blacklist the respondent for five years and initiate criminal action for cheating and criminal breach of trust.
- j. Impose penalties for collecting payments without necessary approvals and failing to disclose pending approvals until 25.09.2023.
- k. Pass such other orders as this Authority deems fit in the interest of justice.

Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviation	Full form
DOF	Date of filing of complaint
RR	Reply received by the respondent
AL	Allotment Letter
BBA	Builder Buyer's Agreement
TSC	Total sale consideration
AP	Amount paid by the allottee/s

4. The aforesaid complaints were filed against the promoter on account of violation of the apartment buyer's agreement and allotment letter against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges.

5. 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 allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case **CR/2881/2025** titled as **Amarjeet Singh Vs. M/s GLS Infraprojects Private Limited** are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others

A. Project and unit related details

7. The particulars of the project, the details of 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/2881/2025 titled as **Amarjeet Singh Vs. M/s GLS Infraprojects Private Limited**

S. No.	Particulars	Details
1.	Name and location of the project	"Central Avenue", at Village Wazirpur, Sector 92, Gurugram
2.	Project area	1.10625 acres
3.	Nature of project	Affordable group housing colony
4.	DTCP License	98 of 2021 dated 18.11.2021 Valid up to 17.11.2026
5.	Name of licensee	M/s GLS Infraprojects Private Limited
6.	RERA registered/ not registered	Registered 75 of 2022 dated 08.08.2022 Valid up to 17.11.2026
7.	Unit no.	P-1106, 11 th floor in Tower-P



		(As per allotment letter dated 29.10.2022 page 41-44 of complaint)
8.	Unit area admeasuring	624.199 sq. ft. (carpet area) Tentative area (As per allotment letter dated 29.10.2022 page 41-44 of complaint)
9.	Allotment letter	29.10.2022 (As per page 41-44 of complaint)
10.	Date of agreement for sale	06.01.2023 (As per page 47-70 of complaint)
11.	Date of building plan approval	03.12.2019 (As per information provided by the respondent on website at the time of registration of project)
12.	Date of environment clearance	Not obtained
13.	Possession Clause	7. Possession of the apartment for residential usage: 7.1... The promoter assures to handover the possession of the apartment to the allottee within a period of 4 years from the approval of building plans or grant of environment clearance, whichever is later or as per agreed terms and conditions unless there is delay due to "force majeure." ... (Emphasis supplied) (as per page 57 of the complaint)
14.	Due date of possession	Cannot be ascertained
15.	Total sale consideration	Rs.27,48,852/- (As per clause 1.2 of BBA at page 52 of complaint)
16.	Amount paid	Rs.6,87,213.79/- (As alleged and as admitted in para 13 at page 11 of reply)
17.	Occupation certificate	Not obtained
18.	Offer of possession	Not offered
19.	Letter & e-mail w.r.t collection of refund, as the certain area of the project falls within the protected area of "Sultanpur National	25.09.2023 (As per page no.41-44 of reply)

	Park” has been declared as Eco Sensitive Zone from Ecological and Environmental point of View.	
20.	Submission regarding Surrendering/ De-registration of RERA RC 75 of 2022	21.01.2025 (As per page 52-54 of reply)
21.	Letter & e-mail w.r.t collection of refund, as the certain area of the project falls within the protected area of “Sultanpur National Park” has been declared as Eco Sensitive Zone from Ecological and Environmental point of View.	30.04.2025 (As per page 55-56 of reply)
22.	Refund of paid-up amount	Rs.6,87,213/- on 03.01.2026 (As per transaction detail provided at page 57 of reply)

B. Facts of the complaint

8. The complainant has made the following submissions in the complaint: -
- i. That the complainant is an allottee of the “Central Avenue” project, an affordable group housing scheme in Sector 92, Gurugram, Haryana, promoted by the respondent under Haryana Real Estate Regulatory Authority Registration No. GGM/600/332/2022/75, valid until 17.11.2026, pursuant to License No. 98 of 2021 issued by the Department of Town and Country Planning, Haryana.
 - ii. That the complainant is legal professional with moderate income and dreamed of owning his first home applied in this affordable housing project proposed by respondent in Gurugram, relying on the

respondent's assurances of modern amenities and possession by 17.11.2026, as per their project brochure and Haryana Real Estate Regulatory Authority and Department of Town Planning certification. complainant is also ready and willing to pay the balance payment as per the agreed payment schedule.

- iii. That at the time of application and allotment Oct 2022, Complainant's name was recorded as Amarjeet Panghal in the application and allotment letter, consistent with his Aadhaar and PAN at that time. Subsequently, the name was corrected to Amarjeet Singh to align with his other identification documents, and all references herein reflect the corrected name including the BBA.
- iv. That the respondent advertised the project in newspapers and on www.glsho.com promising a "perfect location" but fraudulently concealed the pendency of the Environmental Clearance and Wildlife No Objection Certificate, despite the project's location within the 5-kilometer Eco-Sensitive Zone of Sultanpur National Park, known since licensing on 18.11.2021 per the Ministry of Environment, Forest and Climate Change notification dated 22.06.2021.
- v. That the flat P-1106 was allotted via a draw on 28.10.2022 with each complainant paying approximately 25% of the unit, funded by savings, collected even before builder-buyer agreement execution, violated Section 13(1) of the Real Estate (Regulation and Development) Act, 2016.
- vi. That as on date, no construction has commenced, due to the respondent's failure to secure the environmental clearance and wildlife no objection certificate, causing financial distress, emotional trauma, and health issues to the complainant and family.

- vii. That on 25.09.2023, the respondent first time cited “force majeure” to justify delays, attributing them to approval difficulties without prior disclosure, misleading complainant and breaching Section 4(2)(1). But failed to share details when asked.
- viii. That the complainants’ queries, legal notice dated 18.12.2024, and emails were ignored, evidencing the respondent’s wilful disregard for transparency.
- ix. That on 30.04.2025, sent email to the complainants that the respondent has written to HRERA for surrendering project Haryana Real Estate Regulatory Authority Registration No. GGM/600/332/2022/75, due to difficulties in getting necessary approvals, offering refunds without disclosing the details, constituting coercive tactics in violation of Section 18(1)(a).
- x. That the information obtained through the Right to Information Act by the Complainant from the State Environment Impact Assessment Authority (SEIAA), Ministry of Environment, Forest and Climate Change (MoEFCC), and the National Board for Wildlife (NBWL)—along with the 278th meeting minutes of the State Expert Appraisal Committee dated 13.10.2023—clearly establishes the Respondent’s gross negligence in pursuing statutory approvals for the project. Specifically:
- xi. The application for Environmental Clearance (Proposal No. SIA/HR/MIS/275301/2022) was repeatedly deferred across seven SEAC meetings due to the Respondent’s own requests and one or other pretext.
- xii. The application for Wildlife No Objection Certificate (Proposal No. FP/HR/Others/6349/2022) was never completed by the respondent

and remained in "Draft" status for 17 months due to non-submission of essential documents by the Respondent.

- xiii. The Wildlife NOC was neither pending nor denied—as it was not accepted in the system at all. It was expunged from the PARIVESH portal due to prolonged inaction and failure to comply with submission requirements. Therefore, no valid application existed, and the question of pendency or rejection does not arise.
- xiv. The respondent's claim of delay due to "pending Wildlife NOC" is entirely misleading and constitutes a deliberate misrepresentation. It is now being falsely invoked as a force majeure excuse to evade legal and contractual responsibilities under the RERA Act. A promoter who fails to submit a proper application cannot claim delay in decision-making as an external or uncontrollable circumstance. The respondent's conduct amounts to wilful default, not force majeure.
- xv. That this Authority's directed respondent on 24.02.2023 to submit the Environmental Compliance Certificate by 11.03.2023 was ignored by the respondent, further evidencing habitual non-compliance.
- xvi. That the respondent concealed the Eco-Sensitive Zone status in their brochure, advertisements or any other communication, despite promoting Sultanpur National Park as a recreational feature fraudulently inducing investments, violating Section 4(2)(I).
- xvii. That the complainants respectfully submit that the claim of "force majeure" advanced by M/s GLS Infraprojects Private Limited to justify delays in the "Central Avenue" project, as communicated on 25.09.2023 is wholly devoid of merit and legally unsustainable, as the protracted delays in securing the Environmental Clearance and Wildlife No Objection Certificate stem exclusively from the respondent's wilful

neglect and failure to disclose material facts, rather than any unforeseen, external, or uncontrollable circumstances as mandated under Section 6 of the Real Estate (Regulation and Development) Act, 2016, and Section 56 of the Indian Contract Act, 1872.

- xviii. The respondent's proven capacity to secure approvals for prior projects, such as Avenue 51 and South Avenue, further negates any claim of force majeure, constituting a breach of Sections 4(2)(l) and 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016, and the builder-buyer agreements executed between December 2022 and March 2023, thereby entitling the complainants to a refund with interest, compensation of Rs.30,00,000/- to the complainant for financial and emotional distress, and an order restraining the respondent from surrendering Haryana Real Estate Regulatory Authority Registration No. GGM/600/332/2022/75 until all allottee claims are duly settled.
- xix. That the respondent's actions constitute deficiency in service and unfair trade practices under the Real Estate (Regulation and Development) Act, 2016, causing the complainant to suffer irreparable loss, including shattered dreams of homeownership.
- xx. That the complainant, having invested in the "Central Avenue" project expecting affordable homes by 17.11.2026 suffered significant loss of opportunity cost due to the respondent's fraudulent non-disclosure and failure to commence construction. Restricted by the Affordable Housing Policy, 2013, from applying to other projects, and with scarce affordable housing options amid Gurugram's doubled market prices since September 2022, the Complainant lost viable homeownership prospects, incurring financial strain and emotional distress. The

complainant is entitled to Rs.30,00,000/-, for this irreparable harm and loss of opportunity.

- xxi. That the complainant will face irreparable loss if the respondent cancels the project via surrender of Haryana Real Estate Regulatory Authority Registration No. GGM/600/332/2022/75. no refund or interest, can compensate for the loss of this unique homeownership opportunity, causing irreparable financial and emotional harm to the first-time home-buyers, necessitating this Authority's intervention to prevent cancellation.
- xxii. That the complainant, having pursued all avenues for redress, are constrained to approach this Authority to protect their rights and investments.
- xxiii. That this complaint is filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016, is within limitation, and this Authority have the jurisdiction to adjudicate this complaint.

C. Relief sought by the complainant: -

9. The complainant has sought following relief(s):
- I. Restrain the respondent from unilaterally surrendering RERA Registration No. GGM/600/332/2022/75 without due enquiry and protection of allottees' rights, per Section 8 of the Real Estate (Regulation and Development) Act, 2016.
 - II. Declare that the respondent's failure to obtain the Environmental Clearance and Wildlife No Objection Certificate does not constitute force majeure, as official records evidence deliberate inaction, violating Sections 4 and 11.
 - III. Direct the respondent to specifically perform their contractual obligations under the builder-buyer agreements to hand over possession of units by 17.11.2026;



- IV. Alternatively, assign and direct any other competent builder/developer to take over the project under Section 8 to a competent developer for completion, per the Affordable Housing Policy, 2013.
 - V. Award exemplary damages and compensation of Rs.30,00,000/-to the Complainant for mental agony, financial losses, loss of opportunity, and health impacts caused by the respondent's fraudulent conduct in addition to the refund of amount paid with interest.
 - VI. Appoint a committee to investigate the respondent's coercive surrender practices and order restitution with interest for deducted refunds, per Section 18(1)(a).
 - VII. Direct deposit of collected funds into a Haryana Real Estate Regulatory Authority-supervised days.
 - VIII. Award Rs.2,00,000/- for litigation expenses.
 - IX. Recommend that the Department of Town and Country Planning blacklist the respondent for five years and initiate criminal action for cheating and criminal breach of trust.
 - X. Impose penalties for collecting payments without necessary approvals and failing to disclose pending approvals until 25.09.2023.
 - XI. Pass such other orders as this Hon'ble Authority deems fit in the interest of justice.
10. 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:

11. The respondent has contested the complaint on the following grounds:
- a. The respondent does not accept the alleged facts, grounds or reliefs sought, etc. and denies all and every contention made in lieu of the same. That the present complaint is not maintainable as the provisions of the Real Estate (Regulation and Development) Act, 2016 as the project registration of the project in question has already been surrendered by the respondent herein.

- b. That the present complaint is related to an affordable group housing Project "Central Avenue", situated in the revenue estate of village Wazirpur, Sector 92, Gurugram, Haryana (the "Project"), which expanded to an area admeasuring 1.10625 acres and was granted license no. 98 of 2021 by the Department of Town Country and Planning (the "DTCP"). Subsequent to the grant of the license by the DTCP, the respondent also procured the Forest NOC on 16.05.2022 vide reference no. (SRN) /QHX-LT3-AW5Y. That it had come to the knowledge of the respondent that concerned project expansion area admeasuring 1.10625 acres for expansion is located at a distance of 4.9 km approx. from the boundary of Sultanpur National Park. Relevant extract from Forest NOC is reiterated hereinunder:

"Clarification is hereby issued to the conditions mentioned above and proposed site falls within 5 km of Sultanpur National Park hence necessary permission may be obtained from competent authority."

- c. That in accordance thereto, the respondent applied for the Wildlife NOC from the Central Government under the Forest (Conservation) Act, 1980, online vide proposal no. FP/HR/Others/6349/2022 dated 16.05.2022. That simultaneously, the respondent had also applied for permission for grant of EC on 28.05.2022 vide proposal no. SIA/HR/MIS/275301/2022.
- d. That while these permissions were being followed up with, the respondent applied for the grant of the RERA registration, which was conditionally granted under RC no. 75 of 2022.
- e. That the conditions on which, the RERA RC was granted were, inter alia, as under:

(G) COMPLIANCES TO BE MADE BY THE PROMOTER

- (i) *The promoter shall submit the copies of environmental clearance, approved fire scheme, approved service plans and estimates(revised) within three months from the date of grant of registration.*
- (ii) *The promoter shall submit the bank guarantee in favour of the authority of Rs 10 lakhs each for submission of approved fire scheme and approved service estimates and plans (revised) within 15 days from the date of issuance of this registration certificate. This bank guarantee shall be forfeited in favour of authority in case the conditions are not fulfilled by the promoter within the stipulated time period.*
- (iii) *In case of failure to submit the copies of **environmental clearance, approved fire scheme, approved service plans and estimates** within three months from the date of grant of registration, **the amount collected from the allottees will be refunded with interest at the prescribed rate within one month thereafter and the registration certificate shall be treated as deemed cancelled.....***
- f. That after the grant of the RERA RC, the respondent continuously followed up for the grant of the necessary permission, as required for carrying the development of the project. That at this stage, it is pertinent to note that as per Notification dated 27.01.2010 issued by Ministry of Environment and Forests, an area up to 5 kms from the boundary of the protected area of "Sultanpur National Park" has been declared as Eco Sensitive Zone from Ecological and Environmental point of view. The permissions for both - Wildlife NOC and Environment Clearance were applied, but the same were never granted to the respondent by the respective departments.
- g. Owing to such difficulties in procuring the necessary permissions for the development of the project, the respondent stood in an unforeseen position where the necessary statutory permissions could not be attained due to the project land falling within a designated ecologically sensitive zone.
- h. In the meantime, due to these unforeseen circumstances, the respondent being a customer-oriented company, bonafidely, vide letter and email dated 25.09.2023, intimated all the prospective buyers who

expressed their interest in booking a unit in the said extension regarding the force majeure situation and gave them an option to take refund of amount paid by them. That such communication dated 25.09.2023 was sent to the complainants also.

- i. That the respondent herein also intimated the Authority through representations dated 05.08.2024, 07.10.2024, and 23.12.2024 of this fact of the project land abutting a designated Ecologically Sensitive Zone and delay in grant of Environmental Clearance, and sought guidance to overcome these force majeure challenges, however, no resolution could be arrived at, to this date.
- j. That at this stage, reference is given again to the conditions on which the RERA RC was granted. That at the stake of repetition, it is submitted that the condition no. G(iii) of the RC noted that:

*"In case of failure to submit the copies of environmental clearance, approved fire scheme, approved service plans and estimates within three months from the date of grant of registration, **the amount collected from the allottees will be refunded with interest at the prescribed rate within one month thereafter and the registration certificate shall be treated as deemed cancelled**".*

- k. That the facts of the present case clarify that it becomes practically impossible for the promoter to develop the project. That due to the non-receipt of the necessary permissions, as per the said condition G(iii), the project has been deemed to be cancelled.
- l. That accordingly, in light of the force majeure circumstances beyond the control of the respondent herein, the respondent herein was constrained to surrender the registration no. 75 of 2022 vide representation/letter of surrender dated 21.01.2025.
- m. That at this stage, it is of essence to note that the DTCP had brought an amendment to the provisions of the Affordable Housing Policy 2013



vide Memo No. PF/27/2015/Secy/211 dated 22.07.2015 titled Amendment in the Affordable Housing Policy 2013 published vide notification dated 19.08.2013 under Section 9-A of Haryana Development and Regulation of Urban Areas Act, 1975 (Act No. 8 of 1975), wherein, it was clarified that if the licensee fails to get environmental clearance even after one year of holding draw the licenses is liable to refund the amount deposited by the applicant. That in the present case, the draw of lots were held on 28.10.2022.

- n. That the complainant herein after conducting his due diligence applied for allotment of a unit in the proposed project which was to be developed by the respondent herein vide application bearing no. Cn AFAAPP/63062/23.
- o. That in the draw of lots conducted on 28.10.2022, the Complainant was successfully allotted a unit, upon which, he was provisionally allotted unit bearing no. P-1106 to the vide allotment letter dated 29.10.2022. Thereafter, an agreement for sale was executed between the parties on 30.01.2023. The agreement categorically notes that in the event it becomes impossible for the promoter to implement the project due to force majeure circumstances the allotment shall stand terminated and the respondent shall refund amount paid by the allottee back to the allottee. Relevant extract from the agreement is reiterated hereinunder for kind perusal:

7.1 ... The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above-mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee within 90 (ninety) days...

- p. That the respondent herein bonafidely informed the complainant of the force majeure circumstances prevailing qua the Project vide letter and email dated 25.09.2023.
- q. That thereafter, the respondent herein was constrained to surrender the registration of the project and thus, the respondent informed the complainant of the same, vide letter dated 30.04.2025 and informed the complainant to collect refund.
- r. That in furtherance of the force majeure circumstances detailed herein, and in compliance of the amendment to Affordable Housing Policy 2013, vide Memo No. PF/27/2015/Secy/211 dated 22.07.2015, issued by the Department of Town and Country Planning, which states that if the licensee fails to obtain environmental clearance even after a year of holding draw the licensee is liable to refund the amount deposited by applicant, the respondent herein has initiated refund for allottees in the project.
- s. That the respondent has surrendered the registration of the proposed development of the Project, and hence, the same is not being developed. That the complainant was duly informed by the respondent that the project has not been granted Wildlife NOC from Central Government under the Forest (Conservation) Act, 1980, and the EC has also not been granted, thus no development of the Project can be done.
- t. That the doctrine of supervening impossibility or the doctrine of frustration becomes applicable when a contract becomes impossible to perform due to the happening of some unforeseen circumstances which were beyond the control or calculation of the Parties involved. When such a contract becomes entirely impossible without the fault of the parties, the contract gets dissolved by this doctrine. This doctrine is

based on the maxim '*Lex non cogit ad impossibilia*'. The maxim essentially means that "law does not compel the impossible". The following are the requisites for the application of this doctrine:

- When an event or incident occurs that the parties were unable to contemplate when the contract was formed.
 - None of the parties are at fault for the occurrence of the event.
 - The contract if performed would turn out different from what the parties agreed to initial.
- u. That since there is no contrary provision in the RERA, 2016, the said provision of Contract Act squarely applies. Accordingly, the above shows that when the contract becomes impossible to perform, the advantage taken by one party under the contract has to be restored
- v. That owing to the supervening impossibility surrounded with the development of the project, the possession of the unit cannot be given, under any circumstance. That the aspect of practicality, in addition to the position of law, as noted above, needs to be considered.
- w. That the non-existence of the unit or the project as a whole categorically show that the possession and/or development, as sought, cannot be given, and the relief sought by the complainant is infructuous and cannot be given. That the effect of the circumstances rendering the suit infructuous are to be seen while balancing the equities between the parties. That in light of the submissions made above, and the settled position of law, it is most respectfully submitted that the relief sought by the complainant has been rendered infructuous and cannot be given. Hence, the present complaint should be dismissed.
- x. That as per the Notification dated 27.01.2010, the Ministry of Environment and Forest has notified that an area of five (5) kilo meters from the boundary of Sultanpur National Park shall be protected area as



Eco-Sensitive Zone from ecological and environmental point of view. Relevant extract from the Notification dated 27.01.2010 is reiterated hereinunder:

AND WHEREAS, it is necessary to conserve and protect the area up to five kilo meters from the boundary of the protected area of Sultanpur National Park as Eco-sensitive Zone from ecological and environmental point of view;

AND WHEREAS, ...the Central Government hereby notifies the area up to five kilo meters from the boundary of the protected area of Sultanpur National Park in the State of Haryana (as shown in the map annexed to this notification as Annexure), as the Eco-sensitive Zone (herein after called as the Eco-sensitive Zone), namely; -

- y. That the project land admeasuring 1.10625 acres is located at a distance of 4.9 km approx. from the boundary of Sultanpur National Park and thus, falls within the protected area as Eco-Sensitive Zone and thus, no construction can be undertaken without obtaining Wildlife NOC from Central Government under the Forest (Conservation) Act, 1980.
- z. That the respondent duly applied for Wildlife NOC from Central Government under the Forest (Conservation) Act, 1980, online vide proposal no. FP/HR/Others/6349/2022 dated 16.05.2022, however, the same was neither granted nor rejected. That the respondent made due efforts to obtain the Wildlife NOC so that the project can be developed however, the circumstances are beyond the control of the respondent and there is no default on part of the respondent herein.
- aa. That as per Amendment to Affordable Housing Policy 2013, vide Memo No. PF/27/2015/Secy/211 dated 22.07.2015, issued by the Department of Town and Country Planning, if the licensee fails to obtain environmental clearance even after a year of holding draw the licensee is liable to refund the amount deposited by applicant. The respondent applied for allotment of environmental clearance on 28.05.2022 vide proposal No. SIA/HR/MIS/275301/2022, however, the same was not

granted to the respondent till 2025, the respondent was constrained to surrender the registration of HARERA on 21.01.2025. That in accordance with the Memo No. PF/27/2015/Secy/211 dated 22.07.2015, since the respondent was not granted environmental clearance despite no fault on part of the respondent, the respondent without prejudice, in good faith has refunded amount of Rs.6,87,213/- to the complainant.

bb. That the complainant is stated to have filed the present complaint under reply under Section 31 of the RERA Act. That however, has failed to establish any violation of the promoter in this regard. That hence, the present complaint is not maintainable, and should be dismissed.

cc. That the development of the project is not feasible technically as well as financially and the respondent has the freedom to choose whether to develop the project or not as per the financial and technical viability of the project, subject to the permissions being granted, as mandatorily required, and since the present project is not technically and financially feasible due to the force majeure circumstances beyond the control of the respondent herein.

12. 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

13. 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

14. 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

15. 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.

16. 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.

17. 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."

18. 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 Restrain the respondent from unilaterally surrendering RERA Registration No. GGM/600/332/2022/75 without due enquiry and protection of allottees' rights, per Section 8 of the Real Estate (Regulation and Development) Act, 2016;**
- F.II Declare that the respondent's failure to obtain the Environmental Clearance and Wildlife No Objection Certificate does not constitute force majeure, as official records evidence deliberate inaction, violating Sections 4 and 11;**

- F.III Direct the respondent to specifically perform their contractual obligations under the builder-buyer agreements to hand over possession of units by 17.11.2026;**
- F.IV Alternatively, assign and direct any other competent builder/developer to take over the project under Section 8 to a competent developer for completion, per the Affordable Housing Policy, 2013;**
- F.V Appoint a committee to investigate the respondent's coercive surrender practices and order restitution with interest for deducted refunds, per Section 18(1)(a);**
- F.VI Direct deposit of collected funds into a Haryana Real Estate Regulatory Authority - supervised days;**
- F.VII Recommend that the Department of Town and Country Planning blacklist the respondent for five years and initiate criminal action for cheating and criminal breach of trust;**
- F.VIII Impose penalties for collecting payments without necessary approvals and failing to disclose pending approvals until 25.09.2023;**
- F.IX Pass such other orders as this Hon'ble Authority deems fit in the interest of justice.**
19. The above-mentioned reliefs 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.
20. The complainant was allotted a unit bearing no. P-110, 11th floor, tower-P tentatively admeasuring carpet area of 624.199 sq. ft. in the project of respondent named "Central Avenue" at Sector 92, Gurugram under the Affordable Housing Policy, 2013 vide allotment letter dated 29.10.2022. Thereafter, Agreement to sale was executed between the complainant and respondent in respect of the subject unit on 06.01.2023. As per clause 7.1 of buyer's agreement as well as clause 1(iv) of the Affordable Housing Policy, 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.

The relevant clause is reproduced below:

7. Possession of the apartment for residential usage:

7.1... The promoter assures to handover the possession of the apartment to the allottee within a period of 4 years from the approval of building plans or grant of environment clearance, whichever is later or as per agreed terms and conditions unless there is delay due to "force majeure." ...

(Emphasis supplied)

21. Thus, the possession of the unit was to be offered within 4 years from the approval of building plans 03.12.2019 or from the date of environment clearance (not yet obtained). Therefore, the due date of possession cannot be ascertained. As per record, the complainant has paid an amount of Rs.6,87,213/- to respondent.
22. During proceedings dated 13.02.2026, the counsel for the respondent stated that the said affordable project is situated within 5 kilometres of Sultanpur wild life area and before obtaining environment clearance, a no objection certificate from the forest department (wild life) is mandatory to develop any project, which was refused by the forest department, hence the respondent has failed to obtain the environment clearance from the competent authority.
23. It is an admitted position that the project of the respondent has not attained completion on account of failure to secure the requisite environmental clearance from the competent authority. In such circumstances, the reliefs sought by the complainant with respect to delivery of possession and restraining the respondent from surrendering the RERA registration are rendered infructuous.
24. It came into 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 the 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 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 instalments 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 along with an interest of 12%, if the allottee so desires."

25. 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.

26. 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.

27. It is admitted fact that the respondent/ promoter has refunded the entire paid-up amount of Rs.6,87,213/- without any interest on 19.06.2025. However, as per provisions of the Act, 2016, as well as of the Policy, 2013, if the licensee/promoter failed to obtain environmental clearance even after one year of holding draw, the respondent/promoter is liable to refund the deposited amount along with interest. Thus, the complainant-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. The details of amount paid and date on which amount refunded is provided in the table below:

Sr. No.	Case No.	Amount paid by complainant	Amount refunded by respondent	Date of refund	Interest to be paid till
1.	CR/2881/2025	Rs.6,87,213/-	Rs.6,87,213/-	03.01.2026	From the date of each payment till 03.01.2026
2.	CR/3587/2025	Rs.6,64,383/-	Rs.6,64,383/-	19.06.2025	From the date of each payment till 19.06.2025

28. Hence, the respondent/promoter is directed to refund the entire paid-up amount 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 03.01.2026 (i.e., the date on which the principal amount was refunded by the respondent), within the timelines provided in Rule 16 of the Haryana Rules, 2017, *ibid*.

F.X Award exemplary damages and compensation of Rs.30,00,000/-to the Complainant for mental agony, financial losses, loss of opportunity,

and health impacts caused by the respondent's fraudulent conduct in addition to the refund of amount paid with interest;

F.XI Award Rs.2,00,000/- for litigation expenses;

29. The complainant is seeking above mentioned relief w.r.t compensation and litigation expenses. 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.

G. Directions of the Authority:

30. 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 as per clause 5(iii)(b) of the Affordable Housing Policy, 2013 as amended by the State Government on 22.07.2015, along with interest at the prescribed rate i.e., @10.80% p.a. as prescribed under Rule 15 of the Rules, 2017 from the date of each payment till 03.01.2026 (i.e., the date on which the principal amount was refunded by the respondent).
- II. Further in CR/3587/2025, the interest shall be payable from the date of each payment till 19.06.2025 (i.e., the date on which the principal amount was refunded by the respondent).

- III. 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.
- IV. The respondent is directed to pay the outstanding accrued interest amount till date as mentioned in the sub-para (I) & (II) of para 30 of this order at the agreed rate within 90 days from the date of this order, failing which that amount would be payable with interest @10.80% p.a. till the date of actual realization.
31. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein date of allotment letter, date of execution of buyer's agreement and details of paid-up amount is mentioned in each of the complaints.
32. Complaint as well as applications, if any, stand disposed of accordingly.
33. True certified copy of this order shall be placed in the case file of each matter.
34. Files be consigned to registry.


(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.02.2026