



**HARERA**  
**GURUGRAM**

Complaint No. 3786 of 2025

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

**Complaint no:** 3786 of 2025  
**Date of First hearing:** 16.10.2025  
**Date of decision:** 12.03.2026

**Pooja Dewan**

R/o: House No. F-223, New Town Heights, Sector 86,  
Nawada Fatehpur, Sikanderpur, Gurugram - 122004,  
Haryana

**Complainant**

Versus

**GLS Infraprojects Private Limited**

Registered address: 707, 7<sup>th</sup> Floor, JMD Pacific Square,  
Sector 15, Part II, Gurugram.

**Respondent**

**CORAM:**

Shri Phool Singh Saini

**Member**

**Appearance:**

Shri Abhay Jain (Advocate)

**Complainant**

Ms. Himani (Advocate)

**Respondent**

**ORDER**

1. The present complaint has been filed on 21.08.2025 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 as provided under the



provision of the Act or the rules and regulations made there under or to the allottee as per the memorandum of understanding executed *inter se*.

**A. Project and unit related details**

2. 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:

S. No.	Particulars	Details	
1.	Name of the project	Central Avenue	
2.	Nature of the project	Affordable Group Housing Colony	
3.	RERA Registered/ not registered	75 of 2022 dated 08.08.2022, valid upto 17.11.2026	
4.	License no. and validity	98 of 2021 dated 18.11.2021, valid upto 17.11.2026	
5.	Unit no.	P-502, 5 <sup>th</sup> floor, Tower-P [Page 31 of complaint]	
6.	Unit area admeasuring	624.199 sq. ft. [Page 31 of complaint]	
7.	Date of booking	29.10.2022	
8.	Date of allotment	18.11.2022 [Page 31 of complaint]	
9.	Date of Agreement to Sale	22.11.2022	
10.	Payment Plan	<b>TIME OF PAYMENT</b>	<b>PERCENTAGE OF THE TOTAL PRICE PAYABLE</b>
		At the time of submission of the application	5 % of the Total Price
		At the time of allotment of unit	20 % of the Total Price
		On the completion of foundation work	10 % of the Total Price
		On the completion of 20% of super structure	10 % of the Total Price
		On the completion of 40% of super structure	10 % of the Total Price



		On the completion of 60% of super structure	10 % of the Total Price
		On the completion of 80% of super structure	10 % of the Total Price
		On the completion of 100% of super structure	10 % of the Total Price
		On competition of finishing	5 % of the Total Price
		On competition of MEP	5 % of the Total Price
		On offer of Possession	5 % of the Total Price
		[Page 59 of complaint]	
11.	Date of building plans	Not available on record	
12.	Date of Environment clearance	Not Obtained	
13.	Possession clause	<i>7.1 "...The Promoter assures to hand over possession of the Apartment for Residential use within 4(four) years from the date of approval of the building plans or the date of grant of environment clearance, whichever is later or as per agreed terms and conditions unless there is delay due to "force majeure", court orders, government policy/guidelines, decisions affecting the regular development of the real estate project."</i> [Page 47 of complaint.]	
14.	Due date of possession	Cannot be ascertain	
15.	Total sale consideration	Rs.27,48,852/- [as per ATS at Page 42 of complaint]	
16.	Amount paid by the complainant	Rs.6,87,213/- [Rs.5,56,132/- cheque duly acknowledged by respondent + Rs.1,31,081/-as mentioned in the agreement] [Pg.35 & 45 of complaint]	
17.	Occupation certificate /Completion certificate	Not obtained	
18.	Notice of possession	Not offered	



**B. Facts of the complaint**

3. The complainant has made the following submissions in the complaint: -
- i. The complainant, Pooja Dewan (hereinafter referred to as "complainant"), is a peace loving and law-abiding citizen of India, who nurtured hitherto an un-realized dream of having her own apartment in the upcoming Affordable Group Housing project with all facilities and standards, situated around peaceful and healthy environment for living. The complainant always leads her life with full of honesty and truthfulness and epitomizes utmost kindness and humanism.
  - ii. The grievances of the complainant relate to breach of contract, false promises, gross unfair trade practices and deficiencies in the services committed by the respondent in regard to the apartment no. P-502, 5<sup>th</sup> floor, tower-P measuring around 624.199 square feet (carpet area) (hereinafter referred to as 'unit') along with one two-wheeler parking space admeasuring approximately 0.8m \* 2.5m in the project 'Central Avenue' (hereinafter referred to as "Project") situated at Sector 92, village Wazirpur, Gurugram, Haryana, bought by the complainant paying her hard-earned money.
  - iii. The respondent i.e., GLS Infraprojects Private Limited is the company duly incorporated as per the law of the land and is being sued through its chairman cum managing director. The respondent is carrying out business as builder, promoter and colonizer and is inter alia engaged in development and construction activities.
  - iv. In the agreement for sale dated 22<sup>nd</sup> November, 2022 (hereinafter referred to as "agreement"), Shri Om Parkash Rathi (Owner) owns the land measuring 4 kanal 18 marla and the respondent owns the

land measuring 3 Kanal 19 Marla. Thereby, the respondent got the extension of his project on the land measuring 8 Kanal 17 Marla (1.10625 acres). The said land is earmarked for the purpose of a building residential project, comprising 162 multi-storied apartment and 19 commercial unit. The Director, Town and Country Planning, Haryana vide licensee bearing no. 98 of 2021 dated 18th November, 2021 had granted permission for construction and development of an Affordable Group Housing Colony to be known as 'Central Avenue'.

- v. After the grant of the licensee, the respondent collected a huge amount from gullible and naïve buyers including the complainant from 2022 onwards and kept on promising the complainant for the delivery of possession of her apartment on time, as per the agreement and the Haryana Affordable Housing Policy, 2013.
- vi. As per clause 7.1 of agreement for sale, the possession of the allotted apartment is to be handed over within four years from date of approval of building plan or within four years from the date of grant of environment clearance, whichever is later. Thus, the due date of possession as per the agreement is 22<sup>nd</sup> November, 2026.
- vii. The respondent has collected a huge amount from gullible, naïve buyers including the complainant in year 2022 and kept on promising the complainant to deliver the possession of her apartment on time as promised at the time of booking. The respondent sent an email dated 30<sup>th</sup> April, 2025 to the complainant, stating that the respondent had failed to obtain the environmental clearance from the concerned authority, and had thus, failed to



- develop the project. The complainant had paid the total amount of Rs.6,87,213/-to the respondent till 2022.
- viii. The genesis of the present complaint lies in the gross indifference, refusal and failure of the various obligations on the part of the respondent. The respondent initially enticed various customers including the complainant to pay her hard-earned money for the purchase of the apartment in the project.
- ix. As per the agreement and the Haryana Affordable Housing Policy, 2013, the respondent promised to deliver the possession by 22<sup>nd</sup> November, 2026. The respondent had failed to obtain the environmental clearance from the concerned authority and had failed to develop the project as promised by the respondent. In these circumstances, if the respondent is forced not to construct the unit, the respondent is mandated to allot the alternate unit to the complainant.
- x. There must be left-over units which have been cancelled due to the unavoidable circumstances by the allottees in the project as per the prescribed rules and regulations in the Haryana Affordable Policy, 2013. There is a provision for conducting re-draw of the cancelled units. One of the cancelled units can be re-allotted to the complainant, as the complainant had already paid 25% of the payment of the unit to the respondent and the agreement for sale between the respondent and the complainant has already been executed on 22<sup>nd</sup> November, 2022.

**C. Relief sought by the complainant: -**

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



- I. Direct the respondent to handover the legal and rightful possession of the apartment no. P-502, 5<sup>th</sup> floor, tower - P having carpet area of 624.199 square feet complete in all aspects to the complainant along with all facilities and amenities like water, electricity, roads, green belt, etc. immediately or alternatively Direct the respondent to handover the possession of an alternative unit of around same size and same rate in the same project if already allotted apartment no. P-502, 5<sup>th</sup> floor, tower - P having carpet area of 624.199 square feet is legally not possible to be handed over to the complainant.
  - II. Direct the respondent to pay delay possession charges on the amount paid by the complainant allottee as per the Act, 2016 and Rules, 2017, if the possession of the apartment is not handed over to the complainant on time as mentioned in the agreement for sale.
5. 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.
- D. Reply by the respondent:**
6. The respondent has made following submissions by filing the present reply:
- i. 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.

- ii. 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) /QHXLT3-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."*

- iii. 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.
- iv. 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.



v. 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.***

.....

vi. 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 upto 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.

- vii. 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.
- viii. 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.
- ix. 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.
- x. 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**”.*



- xi. That the facts of the present case clarify that it become 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.
- xii. 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.
- xiii. 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 19TH August 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.
- xiv. 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/61391/23.
- xv. 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-502 to the vide allotment letter dated 29.10.2022. Thereafter, an agreement for sale was executed

between the parties on 22.11.2022. 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...*

- xvi. 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.
- xvii. 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.
- xviii. 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.
- xix. The respondent has surrendered the registration of the proposed development of the Project, and hence, the same is not being

developed. 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.

- xx. 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 initiall.
- xxi. 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 contact has to be restored
- xxii. 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.

xxiii. 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.

xxiv. That as per the Notification dated 27.01.2010, the Ministry of Environment and Forest has notified that an area of five kilometers 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 kilometers 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 kilometers 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:-*

xxv. 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.

- xxvi. 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.
- xxvii. 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.
- xxviii. The development of the Project is not feasible and thus, the respondent should be allowed to refund the amount paid by the complainant to the complainant without prejudice.



- xxix. 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.
- xxx. 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.
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 those undisputed documents and submissions made by the parties.

**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.1 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.1 Direct the respondent to handover the legal and rightful possession of the apartment no. P-502, 5<sup>th</sup> floor, tower - P having carpet area of 624.199 square feet complete in all aspects to the complainant along with all facilities and amenities like water, electricity, roads, green belt, etc. immediately or alternatively; Direct the respondent to handover the possession of an alternative unit of around same size and same rate in the same project if already allotted Apartment No. P-502, 5<sup>th</sup> floor, tower - P having carpet area of 624.199 square feet is legally not possible to be handed over to the complainant.**





**F.II Direct the respondent to pay delay possession charges on the amount paid by the complainant allottee as per the Act, 2016 and Rules, 2017, if the possession of the apartment is not handed over to the complainant on time as mentioned in the agreement for sale.**

14. 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.
15. The complainant was allotted a unit bearing no. P-502, 5<sup>th</sup> 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 18.11.2022. Thereafter, Agreement to sale was executed between the complainant and respondent in respect of the subject unit on 22.11.2022. As per clause 7.1 of agreement and 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 (not on record) 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.6,87,213/- 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.
16. During proceedings dated 12.03.2026, the counsel for the respondent stated that the affordable project is situated within 5 kilometres of

Sultanpur wild life area and before obtaining environment clearance, 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.

17. 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 delayed possession charges (DPC) are rendered infructuous and, accordingly, cannot be granted by this Authority.
18. It is further noted that, during the course of proceedings dated 12.03.2026, learned counsel for the complainant submitted that the complainant primarily seeks handing over of possession of the allotted unit along with all promised facilities and amenities. In the alternative, it was submitted that in the event the respondent is unable to deliver possession of the said unit or any alternate unit, the complainant would be entitled to refund of the amount deposited along with applicable interest.
19. The Authority has also perused the pleadings on record and observes that at paragraph "A.8" on page 20 of the complaint, the complainant has expressly sought refund with interest in the eventuality of failure on the part of the respondent to deliver possession of the unit. The relevant extract is reproduced hereinbelow:

*"However, if the Respondent is not able allot the same unit to the Complainant or the alternate unit amongst the cancelled unit, the Complainant is entitled to get the refund of his amount with*

*interest of 12% per annum from the date of deposit till its realisation as per the amendment in the Aharyna Affordable Policy, 2013 via notification bearing memo no. PF/27/2015/Secy/211 dated 22<sup>nd</sup> July, 2015."*

20. 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 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."***

21. Further, as per amendment dated 09.07.2018 in Affordable Group Hosing 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.*

22. 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.
23. 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.
24. 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 the actual realization of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

**G. Directions of the authority**

25. 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 prescribed rate of interest i.e., @10.80% p.a. 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.
  - III. The respondent is further directed not to create any third-party rights against the subject unit before the full realization of paid-up amount along with interest thereon to the complainant(s), and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilized for clearing dues of allottee/complainant(s).
26. The complaints stand disposed of.
27. Files be consigned to registry.

Dated: 12.03.2026

  
(Phool Singh Saini)  
Member

Haryana Real Estate  
Regulatory Authority,  
Gurugram