

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

Complaint no.: 4720 of 2025
Date of filing: 08.09.2025
Date of order: 17.07.2026

Mohit Singh
R/o: - C-232, Omicron-2, Greater
Noida, Kasana, Gautam Buddha
Nagar,

Complainant

Versus

M/s Ocean Seven Buildtech Private Limited
Corporate Office: - 505-506, Tower B-
4, Spaze, I-TECH Park, Sector -49,
Gurugram.

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Gaurav Rawat (Advocate)
Shri Arun Yadav

Complainant
Respondent

ORDER

1. This complaint has been filed by the complainant/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made thereunder or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details.

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

S. No.	Particulars	Details
1.	Name of the project	The Venetian, Sector 70, Gurugram, Haryana.
2.	Project area	5.10 Acres
3.	Nature of the project	Affordable housing project
4.	DTCP license no.	103 of 2019 dated 05.09.2019
	License valid till	04.09.2024
5.	HRERA registered/ not registered	Registered vide no. 39 of 2020 dated 20.09.2024
6.	Building plan approval dated	07.02.2020 (As per DTCP site)
7.	Environment clearance dated	Not obtained
8.	Allotment letter	09.03.2021 (Page 24 of complaint)
9.	Unit no.	902, Tower-5 (Page 24 of complaint)
10.	Unit admeasuring	571 sq. ft. of carpet area along with 69 sq. ft. of balcony area (Page 24 of complaint)
11.	Builder buyer agreement	Not executed
12.	Possession clause	NA
13.	Possession clause (As per Affordable Housing Policy, 2013)	1(IV) of the Affordable Housing Policy, 2013 <i>All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licenses shall not be renewed beyond the said 4 years period from the date of commencement of project.</i>
14.	Due date of possession	Cannot be ascertained in absence of EC
15.	Total consideration	Rs. 22,84,420/-

		(as per the rate and size provided in demand letter page 28 of complaint)
16.	Amount paid by the complainant	Rs.11,78,381/- (page 28 and 36 of complaint)
17.	Occupation certificate	Not obtained
18.	Offer of possession	Not offered

B. Facts of the complaint.

3. The complainant has made the following submissions: -

- I. That a residential apartment bearing Unit No. T8-1502 (was booked in an upcoming residential project titled "Ansals Amantre" situated at Sector 88A, Gurugram, Haryana. The said Flat-1 was booked by Mr. Anil Kumar Bhardwaj, along with co-applicant Mrs. Lalita Bhardwaj with Ansals Housing Limited. The complainant applied for an apartment (4BHK+4T) in Project-1 having a Super area 2665 sq. ft. (carpet area of 1660 sq. ft. along with 461 sq. ft.) of balcony area. towards the booking amount, the complainant paid a sum of Rs.5,00,000/- to respondent no. 3 vide Cheque No. 066104 dated 14.03.2016. In acknowledgment thereof, Receipt No. 625744 dated 17.03.2016 was issued by respondent no. 3.
- II. That the complainant made payments to the respondent on various dates, aggregating to a total sum of Rs.48,24,865/- during the period 07.07.2016 to 31.10.2019.
- III. That respondent no. 3 expressed its inability to complete the project "Ansals Amantre" and requested the complainant to apply for transfer of the amount paid towards Unit no. T8-1502 to another project, namely "Ansals Highland Park", Sector 103, Gurugram. Pursuant thereto, the complainant applied for transfer of funds to Unit No. GLSGW-0704 , admeasuring 1940 sq. ft., in the project "Ansals Highland Park", owned by M/s Identity Buildtech Pvt. Ltd. (Respondent No. 1), a wholly owned subsidiary of Ansals Housing Limited. The complainant received an allotment letter for the Flat-2.

- IV. That the agreement for sale in respect of flat-2 was executed between the respondents and the complainant on 20.12.2019. In terms of the said agreement, the amount of Rs.48,24,865/- earlier paid by the complainant towards Flat-1 was duly transferred, adjusted, and recorded therein as part of the consideration payable for Flat-2.
- V. That the complainant paid a further sum of Rs.18,00,000/- to respondent no. 3, against which Receipt No. 666523 dated 02.01.2020. The complainant has duly honored all the payment demands raised by the respondents. However, despite receipt of the last instalment from the complainant, there has been no substantial progress in construction at the project site, and consequently, the respondents have failed to offer possession of Flat-2 to the complainant till date
- VI. That as per the terms of the Agreement for Sale, Clause 5 (Time is the Essence), the respondents were legally and contractually bound to adhere to the time schedule for completion of the project and for handing over possession of the apartment. The said clause categorically mandates compliance with the timelines disclosed at the time of registration of the project with the RERA Authority. In accordance with the aforesaid clause, the respondents were obligated to hand over physical possession of the flat to the complainants on or before 30.11.2021, being the committed date disclosed at the time of registration of Project-2 under the provisions of the Act, 2016. However, despite the complainants having complied with all their contractual obligations, the respondents have failed to complete the project within the stipulated time, have not obtained any occupancy certificate, and have not offered possession of the Flat till date. The said acts and omissions constitute a clear breach of the Agreement for Sale, violation of the provisions of RERA, and deficiency in service, thereby entitling the complainants to appropriate reliefs under law.

- VII. That as per the terms of the Agreement for Sale, Clause 9.2, the respondents are contractually and statutorily liable to compensate the complainants for delay in handing over possession of the apartment. The said clause expressly provides that in the event of failure on the part of the respondents to deliver possession of the apartment within the stipulated time, the complainants shall be entitled to receive delay possession compensation in accordance with the provisions of Section 18 of the Act, 2016. That under Section 18(1) of the RERA Act, where a promoter fails to complete or is unable to give possession of an apartment in accordance with the terms of the agreement for sale, the allottee is entitled to interest for every month of delay till handing over of possession, at the rate prescribed under the Rules. Despite the admitted delay beyond the committed possession date of 30.11.2021, the respondents have neither offered possession nor paid any delay compensation/interest to the complainants till date. The said failure constitutes a continuing breach of the agreement for sale, violation of statutory obligations under RERA, and further entitles the Complainants to delay compensation/interest from 30.11.2021 till actual handing over of possession or refund, as the case may be.
- VIII. That the complainant had requested the respondents to provide the updated and correct Customer Ledger, which was eventually furnished by the respondents on 09.12.2025. Upon perusal of the said customer ledger, the complainant was shocked to observe that the respondents have illegally and arbitrarily debited an amount of Rs.5,08,035/- towards alleged "interest payable" by the complainant for the period 16.09.2021 to 09.12.2025.
- IX. That as per the agreement for sale, a sum of Rs.37,11,658/- was payable by the complainant only at the time of offer of possession. Out of the said

amount, the complainant had already paid Rs.18,00,000/- on 02.01.2020, much prior to the due date.

- X. That in view of Clause 9.2 of the agreement for sale, no interest or penal charges could have been levied upon the complainant, particularly when the delay in offering possession is solely attributable to the Respondents. On the contrary, under the said clause read with Section 18 of the Act, 2016, it is the respondents who are liable to pay delay interest/compensation to the complainant.
- XI. That no demand letter, notice, or statement of account was ever issued to the complainant prior to levying the interest, rendering the unilateral debit not only contractually impermissible but also arbitrary, illegal, and void ab initio.
- XII. That the wrongful reflection of the interest amount in the customer ledger amounts to misrepresentation of accounts, unfair trade practice, and violation of the provisions of RERA, and is clearly intended to coerce the complainant. The illegal entry of Rs.5,08,035/- is liable to be deleted/removed forthwith, and the Customer Ledger is required to be corrected accordingly.
- XIII. That the complainant is entitled to receive delay possession interest on the amount of Rs.18,00,000/-, which was paid prior to its contractual due date, from the date of its payment i.e., 02.01.2020 till the date of handing over of possession of Flat-2.
- XIV. That the respondents have failed to abide by the terms and conditions stipulated in the agreement for sale. The cause of action to file the present complaint first arose on the date when the respondents abandoned the project "Ansals Amantre" and further failed to hand over possession of the Flat within the stipulated time as per the Agreement for Sale and continues

to subsist till date, as the respondents have neither completed the project nor delivered possession of the Flat for occupation.

- XV. That the complainants, on their part, have diligently discharged all their contractual obligations under the Application Form and Agreement for Sale, whereas the respondents have failed and neglected to perform their corresponding obligations, thereby committing breach of contract and deficiency in service

C. Relief sought by the complainant:

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

- i. Allow the Complaint, directing the Respondents to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons.
- ii. Direct the respondent to execute Builder Buyer Agreement with the complainant for the said unit as no agreement has been executed till date and appropriate action be taken for the violation of Section 13 of the Act.
- iii. Direct the Respondent to issue fresh statement of account after adjustment of the delay possession charges.
- iv. Direct the Respondent to pay the interest on the total amount paid by the Complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession has not yet been offered to the Complainant by the Respondent
- v. It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondent to pay the balance amount due to the Complainant from the Respondents on account of the interest, as per the guidelines laid in the RERA, 2016, before signing the Conveyance Deed/ sale deed.
- vi. It is most respectfully prayed that this Hon'ble Authority be pleased to restrain the Respondent from raising fresh demand for payment under any head, which is not the part of the payment plan as agreed at the time of booking.
- vii. We request the hon'ble authority to Pass the order for Forensic Audit.
- viii. We request the hon'ble Authority to start the penal proceeding against the Respondents because respondents are habitual the violation of the RERA act.

- ix. It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondents not to force the Complainant to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed.
 - x. It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondents to provide the committed date of completion of the unit.
 - xi. It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondents to kindly handover the possession of the unit after completing in all aspect to the Complainant and not to force to deliver an incomplete unit.
 - xii. It is most respectfully prayed that this Hon'ble Authority be pleased to direct the Respondent provide with the exact status of the project
 - xiii. It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondents to get the conveyance deed executed deed.
 - xiv. It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondents not to charge anything irrelevant which has not been agreed to between the parties.
5. On the date of hearing, the Authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent has contested the complaint on the following grounds:-
- I. That the complaint filed by the complainant is grossly misconceived, wrong, unjustified and untenable in law besides being clearly extraneous and irrelevant and is liable to be dismissed.
 - II. That the complainant has no locus standi to file the present complaint. The complainant is estopped from filling the present complaint by his own act, conduct, omissions, admissions, acquiescence and laches.
 - III. That the complaint filed by the complainant is not maintainable before this Authority as there is arbitration clause 16.2 and according to said clause in case of any dispute between the parties, the matter shall be referred for

- arbitration as per Arbitration and Conciliation Act, 1996 and an arbitrator shall be appointed by the company. Therefore, the complainant can't go back with the agreement entered between the parties.
- IV. That the complainant has not approached to the Authority with clean hands and suppressed true and material facts. The complainant has intentionally not disclosed the correct facts before this court.
- V. That the complainant is a willful defaulter and deliberately, intentionally and knowingly have not paid timely instalments as per the agreement. The complainant is a defaulter under Section 19(6) & 19(7) of the Act, 2016.
- VI. The complainant has been engaged in unlawful conduct, including but not limited to making false and baseless allegations, spreading misinformation, and engaging in defamatory practices. These actions go beyond the realm of contractual disputes and suggest a deliberate attempt to harm the reputation and business interests of the respondent.
- VII. The respondent contends that the complainant's motives are marred by malafide intentions. The complaint, founded on false, fabricated, and erroneous grounds, is perceived as an attempt to blackmail the respondent. The complainant, in reality, is acting as an extortionist, seeking to extract money from the respondent through an urgent and unjustified complaint. This action is not only illegal and unlawful but also goes against the principles of natural justice.
- VIII. There is every apprehension that the complainant in collusion with any staff member of the respondent company including ex-employee or those who held positions during that time may put forth the altered and fabricated document which is contradictory to the Affordable Housing Policy should not be considered binding on the company in any manner whatsoever.
- IX. That the complainant has been engaged in defamatory conduct on various platforms and public places. These actions are not only detrimental to the

reputation of the respondent company but also constitute a clear violation of ethical standards. The complainant's defamatory activities, which are well-documented, have caused irreparable harm to the respondent's business, its promoters, and its ongoing and future projects.

- X. The respondent firmly believes that the complainant's actions are driven by malafide intentions. The complainant has engaged in unlawful conduct, including but not limited to making false and baseless allegations, spreading misinformation, and engaging in defamatory practices. These actions go beyond the realm of contractual disputes and suggest a deliberate attempt to harm the reputation and business interests of the respondent.
- XI. That the license of the respondent has been suspended and DTCP has also freeze the bank accounts of the respondent, therefore the respondent was not able to construct the project in time manner. Starting from February 2023, the construction activities have been severely impacted due to the suspension of the license and the freezing of accounts by the DTCP Chandigarh and HRERA Gurugram, respectively. This suspension and freezing of accounts represent a force majeure event beyond the control of the respondent, rendering the completion of construction by the stipulated date of February 25, 2023, practically impossible.
- XII. That zero time for the respondent: the suspension of the license and freezing of accounts, starting from February, 2023 till date, have created a zero-time scenario for the respondent. Without access to funds, the respondent is unable to continue construction activities, a circumstance compounded by the requirement of funds to be deposited in the RERA account as mandated by the RERA Act. Unfortunately, the RERA Gurugram has frozen the said account, leaving the respondent without the financial means necessary to fulfill its contractual obligations.

- XIII. That this Authority doesn't have any jurisdiction to try and entertain the complaint as there is an agreement between the parties. Both the parties have executed an agreement in which there is an Arbitration Clause, clearly outlined in the agreement, empowering either party to seek resolution through arbitration. As per the said arbitration clause, any disputes arising out of the agreement shall be submitted to an arbitrator for resolution.
- XIV. That the complainant and respondent have unequivocally agreed to resolve any dispute through arbitration. This agreement to sell is fortified by Clause 16.2, all or any disputes arising out of or touching upon or relating to the terms of this agreement to Sell/Conveyance deed including the interpretation and validity of the terms hereof and the respective rights and obligations of the parties, which cannot be amicably settled despite best efforts, shall be settled through arbitration. The Arbitration Proceedings shall be governed by the Arbitration and conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at the office of the company in Gurgaon by a sole arbitrator who shall be appointed by the company. The cost of the arbitration proceedings shall be borne by the parties equally. The language of arbitration shall be in English. In case of any proceeding, reference etc. touching upon the arbitration subject including any award, the territorial jurisdiction of the courts shall be Gurgaon, Haryana as well as of Punjab and Haryana High court at Chandigarh. That the respondent has not filed his first statement before this court in the subject matter.
- XV. **Clause Number 16.2 of the Agreement:** The Respondent assert that the agreement between the Complainants and Respondent is governed by Clause 16.2, which both parties are obligated to abide by. This clause is paramount in determining the rights and responsibilities of the parties

involved, and we urge the Authority to consider its implications in the resolution of this matter.

- XVI. The complainant's assertions lack merit, as the complaint is filed on false, fabricated, and erroneous grounds. Contrary to the complainant's claims, it is our position that the complainants have failed to make timely payments as agreed, and their actions have been defamatory in nature, causing significant harm to respondent company, its promoters, and ongoing/future projects. Consequently, the Respondent has filed a counterclaim against the complainant, seeking redress for the losses incurred
- XVII. In light of the above, the Respondent respectfully request that this Hon'ble Authority may kindly be dismiss the present complaint for lack of jurisdiction and refer the matter to arbitration, as per the Arbitration Clause contained in the agreement. Furthermore, the Respondent assert his rights under Clause 16.2 of agreement to sale and reserve the right to pursue remedies available under the law.
- XVIII. In light of the aforementioned arbitration agreement, we respectfully urge this Hon'ble Authority to exercise its discretion and stay the proceedings of the present suit. Pursuant to Clause 16.2 of the agreement to sale, we request that the complainant be directed to resolve the matter through arbitration proceedings as already initiated by the respondent company outlined in the agreement.
7. All other averments made in the complainant were denied in toto.
8. 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 submissions made by the parties.

E. Jurisdiction of the Authority:

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

E.I Territorial Jurisdiction:

10. 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:

11. 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)(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.

12. 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.

F. Findings on the objections raised by the respondent:

- F.I Objection regarding complainant is in breach of agreement for non-invocation of arbitration.**

13. The respondent has submitted that the complaint is not maintainable for the reason that the agreement contains an arbitration clause which refers to the dispute resolution mechanism to be adopted by the parties in the event of any dispute. The authority is of the opinion that the jurisdiction of the authority cannot be fettered by the existence of an arbitration clause in the buyer's agreement as it may be noted that Section 79 of the Act bars the jurisdiction of civil courts about any matter which falls within the purview of this authority, or the Real Estate Appellate Tribunal. Thus, the intention to render such disputes as non-arbitrable seems to be clear. Also, Section 88 of the Act says that the provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force. Further, the Authority puts reliance on catena of judgments of the Hon'ble Supreme Court, particularly in *National Seeds Corporation Limited v. M. Madhusudhan Reddy & Anr. (2012) 2 SCC 506*, wherein it has been held that the remedies provided under the Consumer Protection Act are in addition to and not in derogation of the other laws in force, consequently the authority would not be bound to refer parties to arbitration even if the agreement between the parties had an arbitration clause. Therefore, by applying same analogy the presence of arbitration clause could not be construed to take away the jurisdiction of the authority.
14. Further, in *Aftab Singh and ors. v. Emaar MGF Land Ltd and ors., Consumer case no. 701 of 2015 decided on 13.07.2017*, the National Consumer Disputes Redressal Commission, New Delhi (NCDRC) has held that the arbitration clause in agreements between the complainants and builders could not circumscribe the jurisdiction of a consumer. Further, while considering the issue of maintainability of a complaint before a consumer forum/commission in the fact of an existing arbitration clause in the builder buyer agreement, the hon'ble Supreme Court in *case titled as M/s Emaar*

MGF Land Ltd. V. Aftab Singh in revision petition no. 2629-30/2018 in civil appeal no. 23512-23513 of 2017 decided on 10.12.2018 has upheld the aforesaid judgement of NCDRC and as provided in Article 141 of the Constitution of India, the law declared by the Supreme Court shall be binding on all courts within the territory of India and accordingly, the authority is bound by the aforesaid view. Therefore, in view of the above judgements and considering the provision of the Act, the authority is of the view that complainant is well within his right to seek a special remedy available in a beneficial Act such as the Consumer Protection Act and RERA Act, 2016 instead of going in for an arbitration. Hence, we have no hesitation in holding that this authority has the requisite jurisdiction to entertain the complaint and that the dispute does not require to be referred to arbitration necessarily.

G. Findings on the relief sought by the complainants.

- G.I Allow the Complaint, directing the Respondents to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons**
- G.II Direct the respondent to execute Builder Buyer Agreement with the complainant for the said unit as no agreement has been executed till date and appropriate action be taken for the violation of Section 13 of the Act.**
- G.III Direct the Respondent to issue fresh statement of account after adjustment of the delay possession charges.**
- G.IV Direct the Respondent to pay the interest on the total amount paid by the Complainant at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession has not yet been offered to the Complainant by the Respondent**
- G.V It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondent to pay the balance amount due to the Complainant from the Respondents on account of the interest, as per the guidelines laid in the RERA, 2016, before signing the Conveyance Deed/ sale deed.**

- G.VI It is most respectfully prayed that this Hon'ble Authority be pleased to restrain the Respondent from raising fresh demand for payment under any head, which is not the part of the payment plan as agreed at the time of booking.**
- G.VII We request the Hon'ble authority to Pass the order for Forensic Audit.**
- G.VIII We request the hon'ble Authority to start the penal proceeding against the Respondents because respondents are habitual the violation of the RERA act.**
- G.IX It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondents not to force the Complainant to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed.**
- G.X It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondents to provide the committed date of completion of the unit.**
- G.XI It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondents to kindly handover the possession of the unit after completing in all aspect to the Complainant and not to force to deliver an incomplete unit.**
- G.XII It is most respectfully prayed that this Hon'ble Authority be pleased to direct the Respondent provide with the exact status of the project**
- G.XIII It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondents to get the conveyance deed executed deed.**
- G.XIV It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondents not to charge anything irrelevant which has not been agreed to between the parties**
15. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
16. The complainant was allotted a unit no.902, Tower 5 in the project namely "The Venetian" area admeasuring 571/- sq. ft. (carpet area) for the sale consideration of Rs.22,84,420/ vide allotment letter dated 09.03.2021. As per clause 1(iv) of the policy of 2013, all projects under the said policy shall be required to be necessarily completed within 4 years from the date of approval

of building plans or grant of environmental clearance, whichever is later. Thus, the possession of the unit was to be offered within 4 years from the approval of building plans (07.02.2020) or from the date of environment clearance (not obtained yet). Therefore, the due date of possession cannot be ascertained. As per record, the complainant has paid an amount of Rs.11,78,381/- to respondent. Due to failure on the part of the respondent in obtaining environment clearance from the concerned authority and inordinate delay on part of the respondent to start construction of the project in question, the complainant has filed the present complaint seeking possession of the unit along with delay period interest and other reliefs.

17. It is pertinent to note that the respondent has not attained completion of the project on account of failure to secure the requisite environment clearance from the competent Authority. In such circumstances the reliefs sought with respect to handover of possession, delay period interest etc. are rendered infructuous and accordingly cannot be granted by the Authority.
18. However, as per Clause 5 (iii)(b) of the Affordable Housing Policy, 2013 as amended by the State Government on 22.07.2015 provides that if the licensee fails to get environmental clearance even after one year of holding draw, the licence is liable to refund the amount deposited by the applicant along with an interest of 12%, if the allottee so desires. The relevant provision is reproduced below for ready reference:

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

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

19. 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.

20. 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.
21. 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.
22. Hence, the respondent/promoter 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 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*.

H. Directions of the Authority.

23. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast

upon the promoter as per the function entrusted to the authority under Section 34(f):

- 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.
24. Complaint as well as applications, if any, stand disposed off accordingly.
 25. File be consigned to registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
17.07.2026