

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

Complaint no.:  
Order pronounced on:

3030 of 2025  
19.05.2026

1. Renu Chawla.  
2. Yash Pal Chawla.  
R/o: - B-168, Sector-108, Noida-201304.

**Complainants**

Versus

M/s Ansal Housing Ltd.  
[Earlier known as: M/s. Ansal Housing & Construction Ltd.]  
Regd. office: UGF-15, Indra Prakash, 21  
Barakhamba Road, New Delhi-110001.

**Respondent**

**CORAM:**

Shri. Arun Kumar

**Chairman**

**APPEARANCE:**

Sh. Garvit Gupta (Advocate)  
Sh. Amandeep Kadyan (Advocate)

Complainants  
Respondent

**ORDER**

1. This complaint has been filed by the complainants/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 provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project details**

2. The particulars of unit, sale consideration, the amount paid by the complainants, 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	Ansal Estella
2.	Location of project	Village-Dhanwapur-Tikampur ,Sector-103, Gurugram, Haryana.
3.	Nature of project	Group Housing
4.	DTCP License	License no. 17 of 2011 dated 08.03.2011
5.	RERA Registered	Not registered
6.	Flat Buyer Agreement	07.05.2012 (As on page no. 27 of complaint)
7.	Unit no.	L-0401, Tower-L
8.	Unit area	1162.72 sq.ft. [carpet Area] 1945 sq.ft. [super area]
9.	Possession clause	<b>30.</b> <i>The developer shall offer possession of the unit any time, within a period of 36 months from the date of execution of</i>

		<p><i>the agreement or within 36 months from the date of obtaining all the required sanctions and approval necessary for commencement of construction, whichever is later subject to timely payment of all dues by buyer and subject to force majeure circumstances as described in clause 31. Further, there shall be a grace period of 6 months allowed to the developer over and above the period of 36 months as above in offering the possession of the unit."</i></p> <p><i>(Emphasis supplied)</i></p>
10.	Date of start of construction	Not known
11.	Due date of possession	07.11.2015 (Calculated 36 months from the date of execution of Agreement i.e., 07.05.2015+6 months grace period)
12.	Payment plan	Construction linked (As on page no. 47 of complaint)
13.	Sale consideration	Rs.62,10,385/- (As on page no. 31 of complaint)
14.	Total amount paid by the complainant	Rs.77,35,781/- (As per Customer Ledger dated 31.03.2024 on page no. 52 of complaint)
15.	Occupation certificate	Not obtained

16.	Offer of Possession for Fit-outs  [ <b>Note:</b> A demand of Rs.10,52,811.46/- was made]	10.10.2024  (As on page no. 55 of complaint)
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## B. Fact of the complaint

3. The complainants have made the following submissions: -

- I. That the respondent offered for sale units in a Group Housing Project known as 'Estella' which claimed to comprise of multi-storied apartments, residential units, car parking spaces, recreational facilities, gardens etc. on a piece and parcel of land situated in Sector-103, Gurugram, Haryana.
- II. That the complainants received a marketing call from the representatives of the respondent in the month of December 2011 for booking in the said project.
- III. That on the basis of the representations made by the Respondent, the complainants booked a flat in the said project of the respondent by submitting a Booking Application Form and made a payment of Rs.6,21,038.50 on 21.03.2012 as per the mutually agreed payment plan. Accordingly, on receipt of the Booking Application Form and the booking amount, the respondent provisionally allotted to the complainants, Unit No. L-0401 in Tower-L, having super area of 1945 sq. ft. in the said project.
- IV. That despite having made the Buyer Agreement dated 07.05.2012 containing terms very much favorable as per the wishes of the

respondent, still the respondent miserably failed to abide by its obligations thereunder. There was inordinate delay in developing the project well beyond what was promised and assured to the complainants.

- V. That the payment plan as mutually agreed between the parties at the time of booking was also annexed by the respondent in the Buyer's Agreement and the total sale consideration of the said unit was specified to be Rs.77,09,260/-. The complainants have till date made the payment of Rs.77,99,584/- which is more than the total sale consideration of Rs.77,09,260/- and the same is evident from the Customer Ledger dated 09.05.2024 as provided by the respondent. No default in making timely payment towards the instalment demands has been committed by the complainants.
- VI. That as per Clause 30 of the Buyer's Agreement, the possession of the unit was to be handed over by the respondent within 36 months of the signing of the agreement and an extended period of 6 months due to force majeure conditions. Moreover, the respondent has till date not offered the valid possession after completing the project in question despite lapse of 10 years from the due possession date without any justified reasons.
- VII. That in this peculiar case, the grace period utilized by the respondent should not be taken into account as the delay caused in delivering the possession is not due to force majeure conditions as mentioned in the Buyer's Agreement. Furthermore, as per the oral communications by the respondent regarding the delay in handing over the unit allocated to the complainant, it is amply clear that it is

intended to evade all the assurances and previous obligations by taking a plea in the light of the pandemic Covid-19. The liability of the respondent to handover the possession of the unit was due well before the advent of Covid-19. It is submitted that under any circumstances, the respondent cannot be given the benefit of two grace periods, firstly, the 6 months' grace period as stipulated in the agreement and the other occasioned due to pandemic.

- VIII. That the respondent failed to even intimate about the construction status of the project to the complainants and the complainants were left in complete dark about the completion status of their unit in question. Since the time period to handover the possession stated by the respondent in the Buyer's Agreement had lapsed, the complainants requested the respondent telephonically, and by visiting the office of the respondent to update them about the date of handing over of the possession.
- IX. That on account of inordinate delay on the part of the respondent in handing over the possession, the complainants had telephonic conversations several times with the respondent seeking the due date to handover the possession and also sought delayed possession charges for the delay on the part of the respondent. However, the respondent failed to pay any heed to the said genuine concerns of the complaint.
- X. That finally, the respondent offered possession of the said unit to the complainants on 10.10.2024. On-going through the terms of the possession and the final statement of account attached with the offer of possession, the complainants realized that the respondent

had unilaterally increased the sale consideration of the unit by demanding illegal charges which were not attributable to the complainants. Moreover, the said offer of possession was made by the respondent prior to obtaining the Occupation Certificate from the concerned authorities. The offer of possession dated .10.10.2024 is illegal, unlawful and is liable to be recalled due to following reasons:-

•**Offered the Possession prior to obtaining Occupation Certificate**

*That the respondent falsely issued the said offer of possession letter prior to obtaining the Occupation Certificate. It is pertinent to mention herein that the respondent has till date did not receive the Occupation Certificate for the Tower wherein the unit of the complainants is situated. However, despite the fact that no Occupation Certificate was obtained by the respondent, the respondent sent an offer of possession letter to the complainants.*

- XI. That as per the Statement of Account forming part of the Offer of Possession, it is clear that the respondent had unlawfully demanded payment towards External Electrification Charges which as per law, cannot be demanded from the complainants. The respondent in the present matter has demanded a payment of Rs.2,95,500/- towards the External Electrification charges. The said demand is completely illegal as the said charges forms a part of the EDC and IDC.
- XII. That furthermore, the respondent has charged Club Membership Fees of Rs.75,000/- as per Clause 15 of the Buyer's Agreement. It is submitted that the club does not exist as of date and the respondent has already taken advance money with respect to club membership.

It is submitted that the complainants have paid the club membership fees on 29.12.2014.

- XIII. That the complainants have been duped of their hard-earned money paid to the respondent regarding the unit in question. The complainants are reduced to the mercy of the respondent, but the respondent has been dilly-dallying the matter. The complainants have been running from pillar to post and have been mentally and financially harassed by the conduct of the respondent.
- XIV. That the project is an ongoing project and hence falls under the first proviso to Section 3(1) of the Act, 2016. The complainants believe that no Occupation and Completion certificate has been issued for the project in question till date and hence this project clearly falls under the jurisdiction of this Hon'ble Authority.

**C. Relief sought by the complainants:**

4. The complainants have sought following relief(s):
- i. Direct the respondent to refund the total amount paid by the complainants along with interest at the prescribed rate of interest to be calculated from the date of payment till the date of realization of the amount.
  - ii. Direct the respondent not to terminate the allotment and create third party right still the time, the principal amount along with interest is paid to the complainants.

**D. Reply filed by the respondent**

5. The respondent has submitted the following by way of written reply:

- I. That the complainants had approached the respondent for booking a flat no. L-0401 in the project Estella, situated at Sector 103, Gurugram. Upon the satisfaction of the complainant regarding inspection of the site, title, location plans, etc. an agreement to sell was signed between the parties.
- II. That the current dispute cannot be governed by the RERA Act, 2016 because of the fact that the builder buyer agreement signed between the complainant and the respondent. It is submitted that the regulations at the concerned time period would regulate the project and not a subsequent legislation i.e. RERA Act, 2016. It is further submitted that Parliament would not make the operation of a statute retrospective in effect.
- III. That the complaint specifically admits not paying necessary dues or the full payment as agreed upon under the builder buyer agreement. It is submitted that the complainant cannot be allowed to take advantage of his own wrong.
- IV. That the complainant has admittedly filed the complaint in the year 2024 and the cause of action accrue in year 2017 as per the complaint itself. Therefore, it is submitted that the complaint cannot be filed before the Authority as the same is barred by limitation.
- V. That even if the complaint is admitted to be true and correct, the agreement which is without coercion or any duress cannot be called in question today. It is submitted that the builder buyer agreement provides for a penalty in the event of a delay in giving possession. It is submitted that clause 35 of the said agreement provides for Rs. 5/ sq foot per month on super area for any delay in offering possession

of the unit as mentioned in Clause 30 of the agreement. Therefore, the complainant will be entitled to invoke the said clause and is barred from approaching the Hon'ble Commission in order to alter the penalty clause by virtue of this complaint more than 10 years after it was agreed upon by both parties.

- VI. That the complaint itself discloses that the said project does not have a RERA approval and is not registered. It is submitted that if the said averment in the complaint is taken to be true, the Authority does not have the jurisdiction to decide the complaint.
- VII. That the respondent had in due course of time obtained all necessary approvals from the concerned authorities. It is submitted that the permit for environmental clearances for proposed group housing project for Sector 103, Gurugram, Haryana on 20.02.2015. Similarly, the approval for digging the foundation and basement was obtained and sanctions from the department of mines and geology were obtained in 2012. Thus, the respondents have in a timely and prompt manner ensured that the requisite compliances be obtained and cannot be faulted on giving delayed possession to the complainant.
- VIII. That the delay has been occasioned on account of things beyond the control of the respondent. The respondent ought to have complied with the orders of the Hon'ble High Court of Punjab and Haryana at Chandigarh in CWP No. 20032 of 2008, dated 16.07.2012, 31.07.2012, 21.08.2012. The said orders banned the extraction of water which is the backbone of the construction process. Similarly, the complaint itself reveals that the correspondence from the respondent specifies force majeure, demonetization and the orders of

the Hon ble NGT prohibiting construction in and around Delhi and the COVID -19 pandemic among others as the causes which contributed to the stalling of the project at crucial junctures for considerable spells.

6. Copies of all the relevant documents have been filed and placed on the record. The authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents as well as written submissions made by the complainants.

#### **E. Jurisdiction of the authority**

7. 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**

8. 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**

9. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.*

10. 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 complainants at a later stage.

**F. Findings on the objections raised by the complainant:**

**F.I. Objection regarding Force majeure circumstances:**

11. The respondent-promoter has raised the contention that the construction of the tower in which the unit of the complainants is situated, has been delayed due to force majeure circumstances such as orders passed by National Green Tribunal to stop construction and development activities, restrictions on usage of water. The plea of the respondent regarding various orders of the NGT and all the pleas advanced in this regard are devoid of merit. The orders passed by NGT banning construction in the NCR region was for a very short period of

time and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. The due date of offer of possession of the unit was 07.11.2015. As far as delay in construction due to outbreak of Covid-19 is concerned, Hon'ble Delhi High Court in case titled as ***M/s Halliburton Offshore Services Inc. V/S Vedanta Ltd. & Anr. bearing no. O.M.P (I) (Comm.) no. 88/ 2020 and IAs 3696-3697/2020*** dated 29.05.2020 has observed that-

*"69. The past non-performance of the Contractor cannot be condoned due to the COVID-19 lockdown in March 2020 in India. The Contractor was in breach since September 2019. Opportunities were given to the Contractor to cure the same repeatedly. Despite the same, the Contractor could not complete the Project. The outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself."*

15. The Flat Buyer Agreement was executed between the parties on 07.05.2012 in respect of unit bearing no. L-0401 in Tower-L admeasuring 1945 sq.ft of Super Area and 1162.72 sq.ft. of Carpet Area in the project namely, "Ansal Estella" situated at Village-Dhanwapur-Tikampur , Sector-103, Gurugram, Haryana. As per clause 30 of the Flat Buyer's Agreement dated 07.05.2012, the possession of the unit was to be offered to the complainants within a period of 36 months from the date of execution of the agreement or date of obtaining all the required sanctions and approvals necessary for commencement of construction, whichever is later. No date of grant of sanctions/approvals is on record. Thus, the due date of possession is calculated from the date of execution of the agreement. Calculating 36 months from the date of execution of agreement comes out to be 07.05.2015. Further, an unqualified grace period of 6 months has been

agreed between the complainants and the respondent over and above the said period of 36 months. The same comes out to be 07.11.2015. The respondent is claiming benefit of lockdown which came into effect on 23.03.2020 whereas the due date of handing over of possession was much prior to the event of outbreak of Covid-19 pandemic. Therefore, the Authority is of the view that outbreak of a pandemic cannot be used as an excuse for non- performance of a contract for which the deadlines were much before the outbreak itself and for the said reason, the said time period is not excluded while calculating the delay in handing over possession.

16. Thus, the promoter-respondent cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrong.

**F.II. Objection regarding jurisdiction of authority w.r.t. buyer's agreement executed prior to coming into force of the Act.**

17. One of the contentions of the respondent is that the Authority is deprived of the jurisdiction to go into the interpretation of, or rights of the parties inter-se in accordance with the buyer's agreement executed between the parties. The respondent further submitted that the provisions of the Act are not retrospective in nature and the provisions of the Act cannot undo or modify the terms of buyer's agreement duly executed prior to coming into effect of the Act.
18. The Authority is of the view that the Act nowhere provides, nor can be so construed, that all previous agreements will be re-written after coming into force of the Act. Therefore, the provisions of the Act, rules

and agreement have to be read and interpreted harmoniously. However, if the Act has provided for dealing with certain specific provisions/situation in a specific/particular manner, then that situation will be dealt with in accordance with the Act and the rules after the date of coming into force of the Act and the rules. Numerous provisions of the Act save the provisions of the agreements made between the buyers and sellers. The said contention has been upheld in the landmark judgment of Hon'ble Bombay High Court in **Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and others. (W.P 2737 of 2017)** which provides as under:

*"119. Under the provisions of Section 18, the delay in handing over the possession would be counted from the date mentioned in the agreement for sale entered into by the promoter and the allottee prior to its registration under RERA. Under the provisions of RERA, the promoter is given a facility to revise the date of completion of project and declare the same under Section 4. The RERA does not contemplate rewriting of contract between the flat purchaser and the promoter.....*

*122. We have already discussed that above stated provisions of the RERA are not retrospective in nature. They may to some extent be having a retroactive or quasi retroactive effect but then on that ground the validity of the provisions of RERA cannot be challenged. The Parliament is competent enough to legislate law having retrospective or retroactive effect. A law can be even framed to affect subsisting / existing contractual rights between the parties in the larger public interest. We do not have any doubt in our mind that the RERA has been framed in the larger public interest after a thorough study and discussion made at the highest level by the Standing Committee and Select Committee, which submitted its detailed reports."*

19. Also, in appeal no. 173 of 2019 titled as ***Magic Eye Developer Pvt. Ltd. Vs. Ishwer Singh Dahiya*** dated 17.12.2019, the Haryana Real Estate Appellate Tribunal has observed-

*"34. Thus, keeping in view our aforesaid discussion, we are of the considered opinion that the provisions of the Act are quasi retroactive to some extent in operation and will be applicable to the agreements for sale entered into even prior to coming into operation of the Act where the transaction are still in the process of completion. Hence in case of delay in the offer/delivery of possession as per the terms and conditions of the agreement for sale the allottee shall be entitled to the interest/delayed possession charges on the reasonable rate of interest as provided in Rule 15 of the rules and one sided, unfair and unreasonable rate of compensation mentioned in the agreement for sale is liable to be ignored."*

**G. Findings on the relief sought by the complainant:**

**G.I. Direct the respondent to refund the total amount paid by the complainants along with interest at the prescribed rate of interest to be calculated from the date of payment till the date of realization of the amount.**

**G.II. Direct the respondent not to terminate the allotment and create third party right still the time, the principal amount along with interest is paid to the complainants.**

17. In the present case, the complainants intend to withdraw from the project and are seeking return of the amount paid by them in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Sec. 18(1) of the Act is reproduced below for ready reference.

***"Section 18: - Return of amount and compensation***

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building. -*

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*
- (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,*

***he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other***

*remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:"*

*(Emphasis supplied)*

**18. Date of possession:** In the present matter, the complainants made an application in the project "Ansal Estella", Gurugram The Flat Buyer Agreement was executed between the parties on 07.05.2012 in respect of unit bearing no. L-0401 in Tower-L admeasuring 1945 sq.ft of Super Area and 1162.72 sq.ft. of Carpet Area in the project namely, "Ansal Estella" situated at Village-Dhanwapur-Tikampur , Sector-103, Gurugram, Haryana. As per clause 30 of the Flat Buyer's Agreement dated 07.05.2012, the possession of the unit was to be offered to the complainants within a period of 36 months from the date of execution of the agreement or date of obtaining all the required sanctions and approvals necessary for commencement of construction, whichever is later. No date of grant of sanctions/approvals is on record. Thus, the due date of possession is calculated from the date of execution of the agreement. Calculating 36 months from the date of execution of agreement comes out to be 07.05.2015. Further, an unqualified grace period of 6 months has been agreed between the complainants and the respondent over and above the said period of 36 months. The same comes out to be 07.11.2015.

**19. Admissibility of refund along with prescribed rate of interest:** The complainants are seeking refund of the amount paid by them at the

prescribed rate of interest. However, the allottees intend to withdraw from the project and are seeking refund of the amount paid by them in respect of the subject unit with interest at prescribed rate as provided under rule 15 of the rules. Rule 15 has been 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]***

*(1) 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 provision of 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. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 19.05.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

22. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:

*"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation. —For the purpose of this clause—*

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

23. In the present complaint, the complainant booked a unit in the project "Ansal Estella", situated at Sector-103, Gurugram, Haryana. The total sale consideration of the unit was Rs.62,10,385/- and the complainants have paid Rs.77,35,781/- till date, i.e., more than 100% of the sale consideration. The due date for offer of possession as calculated in the above said paragraphs was 07.11.2015. The respondent has failed to obtain the Occupation Certificate from the competent authorities, till date despite, a lapse of almost 10- years. The respondent offer possession of the unit for Fit-Outs on 10.10.2024 and raised a demand f Rs.10,52,811.46/- . The complainants wishes to withdraw from the project of the respondent as the project is delayed beyond a reasonable period of time and there is no hope of obtaining the Occupation certificate from the concerned authorities in the near future. The complainants are withdrawing from the project and seeking a refund of the amounts paid, citing the respondent's failure to deliver possession of the allotted unit in accordance with the terms of the buyer's agreement.

24. There is a delay in handing over the possession as due date of possession was 07.11.2015 whereas, the respondent has failed to obtain the occupation certificate from the concerned authorities till date. The complainants had requested to surrender the unit to the respondent much after the due date of possession. The Offer of possession was issued by the respondent prior to obtaining the Occupation certificate from the concerned authorities. It is a settled law and has been reiterated in **Varun Gupta vs Emaar MGF Land Ltd (CR/4031/2019) decided on 12.08.2021** that to constitute a valid offer of possession, three conditions must be fulfilled:

- Offer of Possession must be issued after the grant of the Occupation certificate.
- Unit must be in habitable conditions.
- Offer of possession should not be accompanied with unreasonable demands.

25. Thus, the Offer for Fit outs made by the respondent on 10.10.2024 is pre-mature and invalid as the respondent failed to comply with the above said conditions and sent a premature offer of possession.

26. Thus, keeping in view the aforesaid factual and legal provisions, the failure of the respondent is established under the Act, 2016 as the respondent failed to obtain the occupation certificate from the concerned authorities and also offer possession of the unit to the complainants within the agreed time period. The respondent cannot retain the amount

paid by the complainants against the allotted unit and is directed to refund the same in view of the agreement to sell for allotment along with interest at the rate of 10.80% (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*.

#### **H. Directions of the authority**

27. 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 full paid-up amount of Rs.77,35,781 /- alongwith interest at the prescribed rate i.e., 1080% on the amount paid by the complainants, 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*.
- ii. A period of 90 days is given to the respondent to comply with the directions given in the order and failing which legal consequences would follow.
- iii. The Authority observes that the project is not registered hence, the planning branch of the authority is directed to take necessary

action under the provision of the Act of 2016 for violation of proviso to Section 3(1) of the Act.

28. Complaint stands disposed of.

29. File be consigned to registry

**Dated: 19.05.2026**



**(Arun Kumar)**

Chairman  
Haryana Real Estate  
Regulatory Authority,  
Gurugram



**HARERA**  
**GURUGRAM**