



HARERA
GURUGRAM

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

Complaint No. 5453 of 2025
and 5447 of 2025

Date of decision : 25.08.2026

NAME OF THE BUILDER		GLS Infraprojects Private Limited	
PROJECT NAME		"Central Avenue", Sector 92, Gurugram	
Sr. No.	Case No.	Case title	APPEARANCE
1.	CR/5453/2025	Nitika Versus GLS Infra Projects Private Limited	Sh. Gaurav Sharma (Advocate) Sh. Harshit Batra and Ms. Tanya (Advocates)
2.	CR/5447/2025	Ankur Singh Versus GLS Infra Projects Private Limited	Sh. Gaurav Sharma (Advocate) Sh. Harshit Batra and Ms. Tanya (Advocates)

CORAM:
Arun Kumar

Chairman

ORDER

1. This order shall dispose of both the complaints titled as above filed before this authority in form CRA under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, **"Central Avenue", at Village Wazirpur, Sector 92, Gurugram** being developed by the same respondent-promoter i.e., **"GLS Infraprojects Private Limited"**. The terms and conditions of the builder buyer agreement and allotment letter against the allotment of unit in the said project of the respondent/builder and fulcrum of the issues involved in these cases pertains to failure on the part of the promoter to complete the construction of the project, seeking unpaid assured return along with interest at the prescribed rate, delay possession charges and the execution of the conveyance deeds.
3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Possession Clause: 7. Possession of the apartment for residential usage: 7.1... The promoter assures to handover the possession of the apartment to the allottee within a period of 4 years from the approval of building plans or grant of environment clearance, whichever is later or as per agreed terms and conditions unless there is delay due to "force majeure." ... (Emphasis supplied) (as per page 55 of the complaint)					
Environment Clearance: Not obtained Occupation Certificate: Not Obtained					
Sr. No.	Complaint No./Date of filing/ Reply status	Unit no. and area	Date of execution of agreement for sale	Due date of possession and offer of Possession (OP)	Total Sale Consideration, Paid-up amount (in Rs.)
1.	CR/5453/2025 Nitika VS GLS Infraprojects Private Limited DOF:- 07.11.2025 DOR:- 21.01.2026	P-804, 8th floor in Tower-P (As per page 49 of complaint) Admeasuring 602.671 sq. ft. (carpet area) (page 49 of complaint)	14.11.2022 (As per page 46 of complaint)	Due date - Cannot be ascertained OP - Not offered	TC - Rs.26,57,536/- (As per clause 1.2 of BBA at page 50 of complaint) AP - Rs.6,64,383/- (page 22 of complaint)
2.	CR/5447/2025	P-705, 7th floor in Tower-P (As per page 53 of complaint)	14.11.2022 (As per page 49 of complaint)	Due date - Cannot be ascertained	TC - Rs.27,48,852/- (As per clause 1.2 of BBA at page 53 of complaint)

Ankur Singh VS GLS Infraprojects Private Limited DOF:- 07.11.2025 DOR:- 21.01.2026	Admeasuring 624.199 sq. ft. (carpet area) (page 42 of complaint)		OP - Not offered	AP - Rs.6,87,214/- (page 23 of complaint)
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List of Abbreviations used:

DOF	Date of Filing
DOR	Date of Reply Received
OP	Offer of Possession
TC	Total Consideration
AP	Amount Paid

Relief Sought by complainants in both the complaints: -

- Direct the respondent to pay interest at the rate of 12% per annum on the total deposited amount from the date of issuance of the allotment letter until possession is delivered, in the event the respondent fails to hand over possession of the apartment.
- Direct the respondent to forthwith hand over lawful and vacant possession of apartment no. P-804 in the project "Central Avenue," Sector-92, Gurugram, in accordance with the terms, carpet area (602.671 sq. ft.), floor, parking rights, and specifications contained in the agreement for sale stamp dated 04.11.2022. (Ex.dated:14.11.2022).
- Declare the respondent's letter dated 30.04.2025 to be arbitrary, illegal, and ineffective to alter the allottee's rights under the agreement, and pass consequential directions preventing the respondent from enforcing any change in the allottee's rights without statutory compliance and written consent of the complainant.
- Direct the respondent to allot and hand over, without prejudice to the complainant's rights and contentions, an alternate apartment of identical carpet area, specifications, and price as mentioned in the original and builder-buyer agreement, in lieu of the originally allotted apartment no. P-804, ensuring that no additional financial burden is imposed on the complainant.
- Direct the respondent to submit a composite status report including construction milestones, revised time-frames (if any), and proof of requisite statutory approvals (if relied upon), within a time period stipulated by the Authority and subject to verification.
Impose penal consequences and costs on the respondent for non-compliance, deficiency of service, and willful delay in delivery of possession under Sections 18, 59, and 60 of the RERA Act, 2016, and pass such orders as the Authority may deem fit to ensure strict compliance.

- It has been decided to treat the aforesaid complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms

of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

5. The facts of both the complaints filed by the complainants are similar. Out of the above-mentioned cases, the particulars of lead case **CR/5453/2024 titled as "Nitika Versus GLS Infra Projects Private Limited"** are being taken into consideration for determining the rights of the parties.

A. Project and unit related details

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

CR/5453/2024 titled as "Nitika Versus GLS Infra Projects Private Limited"

S. No.	Particulars	Details
1.	Name and location of the project	"Central Avenue", at Village Wazirpur, Sector 92, Gurugram
2.	Project area	1.10625 acres
3.	Nature of project	Affordable group housing colony
4.	DTCP License	98 of 2021 dated 18.11.2021 Valid up to 17.11.2026
5.	Name of licensee	M/s GLS Infraprojects Private Limited
6.	RERA registered/ not registered	Registered 75 of 2022 dated 08.08.2022 Valid up to 17.11.2026
7.	Unit no.	P-804, 8 th floor in Tower-P (As per page 49 of complaint)
8.	Unit area admeasuring	602.671 sq. ft. (carpet area) (page 49 of complaint)
9.	Allotment letter	29.10.2022 (As per page 40-44 of complaint)
10.	Date of agreement for sale	14.11.2022 (As per page 46 of complaint)
11.	Date of building plan approval	03.12.2019



		(As per information provided by the respondent on website at the time of registration of project)
12.	Date of environment clearance	Not obtained
13.	Possession Clause	7. Possession of the apartment for residential usage: 7.1... The promoter assures to handover the possession of the apartment to the allottee within a period of 4 years from the approval of building plans or grant of environment clearance, whichever is later or as per agreed terms and conditions unless there is delay due to "force majeure." ... (Emphasis supplied) (as per page 55 of the complaint)
14.	Due date of possession	Cannot be ascertained
15.	Total sale consideration	Rs.26,57,536/- (As per clause 1.2 of BBA at page 50 of complaint)
16.	Amount paid	Rs.6,64,383/- (page 22 of complaint))
17.	Occupation certificate	Not received
18.	Offer of possession	Not offered
19.	Letter & e-mail w.r.t collection of refund, as the certain area of the project falls within the protected area of "Sultanpur National Park" has been declared as Eco Sensitive Zone from Ecological and Environmental point of View.	25.09.2023 (As per page no.38 of reply)
20.	Submission regarding Surrendering/ De-	21.01.2025 (As per page 47 of reply)

B. Facts of the complaint

7. The complainant has made the following submissions in the complaint: -
- a. That in or around August 2022, the complainant came to know through her father, Sh. Devender Singh, who was informed by his nephew, Sh. Chiranjeev Singh, about the allotment of residential apartments under the DTCP Affordable Housing Scheme. Upon verification from the official DTCP website and other reliable sources, the complainant, along with her brother Sh. Ankur Singh, found the process to be genuine and accordingly participated in the e-draw/lucky draw Scheme organized by DTCP for the project titled "Central Avenue", Sector-92, Gurugram, being developed by M/s GLS Infraprojects Pvt. Ltd. It is further submitted that, out of natural love and affection towards his sister, the complainant's brother, Sh. Ankur Singh, applied for the said apartment in the name of the complainant, Ms. Nitika, and also made the initial payment towards booking from his own account. Pursuant to the said draw, the complainant's name appeared in the winner list under Project ID - 117, category 'General', at Serial No. 18, showing apartment No. P-804 as allotted in her favour.
 - b. That apartment no. P-804 was allotted in the name of the complainant under the DTCP-approved housing scheme. The initial booking and payments were made by the complainant's brother as a gift, and all in strict compliance with the demands raised for the 'Central Avenue' project. The respondent, M/s GLS Infraprojects Pvt. Ltd., was fully responsible for execution of the project, including initiation of construction, statutory approvals, and timely delivery of possession as per the terms of the agreement for sale stamp paper dated

04.11.2022 and execution dated 14.11.2022. The payments made by the complainant are duly substantiated by corresponding invoices and receipts.

- c. That the complainant's brother, Mr. Ankur Singh, was allotted apartment no. P-705. The formal allotments were reflected in allotment no. CnAUNTALLT/00052/22-23 (for Apartment P-804) and allotment no. CnAUNTALLT/00104/22-23 (for Apartment P-705).
- d. That the complainant executed the agreement for sale on 04.11.2022 (execution date 14.11.2022) on indian non-judicial stamp paper, bearing certificate no. GOD2022K2132 and GRN No. 95831600, in the presence of the respondent's authorized signatory, Mr. Sanjeev Kumar. The agreement specifies the carpet area (602.671 sq. ft.), floor (8th), block (Tower P), parking rights, and rights in common areas as per Rule 2(1)(f) of Haryana RERA Rules, 2017. The agreement also outlines obligations under Clauses A-G regarding quality of construction, statutory compliance, and timely possession.
- e. That the complainant, acting in good faith, accepted the allotment offer subsequent to the publication of the DTCP Winner List. Pursuant thereto, an allotment letter dated 29.10.2022 was issued in favour of the complainant for apartment no. P-804 on the official letterhead of GLS Infraprojects Pvt. Ltd. The said letter clearly mentions all particulars relating to the allotted apartment, including the carpet area, total price, payment schedule, and applicable terms and conditions. The allotment letter, invoice letters, and subsequent payment proofs collectively establish the complainant's reliance on the respondent's representations and due performance of his contractual obligations. The respondent's act of issuing the allotment letter and raising invoices constitutes a clear contractual offer, which the complainant accepted by making the requisite payments, thereby creating a valid and binding contract between the parties.

- f. That the complainant has fully complied with all obligations under the Agreement, including timely payments, furnishing cheques, and completing all formalities. All payments have been duly credited to the respondent's account, as evidenced by corresponding payment receipts and invoices.
- g. That apartment no. P-804, having a carpet area of 602.671 sq. ft., located on the 8th floor of tower P, along with rights to one two-wheeler parking space (0.8 x 2.5 meters) and rights in common areas, was lawfully allotted to the complainant under the applicable laws and as defined under Rule 2(1)(f) of Haryana RERA Rules, 2017.
- h. That the complainant has duly paid the respondent the full amounts mentioned in invoices CnAINV/00136/23 and CnAINV/00165/23, dated 30.10.2022. The initial payment was made from the complainant's brother's account, and the rest from the complainant's own account.
- i. That despite lapse of over 2.9 years, the respondent has failed to deliver possession of apartment no. P-804, constituting a material breach of the agreement and causing severe mental anguish, emotional distress, and social inconvenience to the complainant.
- j. That the respondent, through its authorized representatives, repeatedly assured the complainant regarding the timely possession, approved layout plans, and quality construction of the said project. The term "communications" herein refers to the documents and correspondences issued by the respondent on its official letterhead, including the invoices raised in the name of the complainant, the allotment letter clearly mentioning all the obligations duly fulfilled by the complainant, and thereafter, the agreement executed between the complainant and the authorized signatory of the Respondent in respect of unit no. p-804, Central Avenue Project, wherein all the schedules, terms, and conditions were duly specified.

- k. That the respondent issued site plans showing the location and layout of apartment no. P-804. Despite issuance of these plans, the respondent has failed to commence construction or show any progress at the designated location.
- l. That after issuance of the notice dated 30.04.2025, the complainant's father visited the respondent's office in June 2025 to seek clarification and discuss the matter in good faith. However, the respondent's security personnel intimidated and threatened him, creating an atmosphere of fear, forcing him to leave without any resolution or discussion. Such intimidating conduct is unprofessional, illegal, and aggravates the mental harassment suffered by the complainant, while also obstructing the lawful enforcement of her rights.
- m. That after receipt of the respondent's notice dated 30.04.2025, the complainant verified the construction status and discovered that the plot earmarked for Tower P (where apartment no. P-804 is allotted) has not been developed, while adjacent towers are at advanced stages of completion. The absence of any substantial progress at the allotted plot, especially after issuance of the said notice, clearly indicates that the respondent has selectively delayed construction at the complainant's allotment site, thereby causing specific loss, prejudice, and continued hardship to the complainant.
- n. That despite repeated follow-ups, the respondent has failed to deliver possession, amounting to deficiency in service and unfair trade practice under Sections 2(6), 2(11), and 2(47) of the Consumer Protection Act, 2019, read with Sections 11(4)(a) and 18(1) of the RERA Act, 2016.
- o. That the complainant duly issued a Legal Notice dated 15.09.2025 setting out the respondent's failures and demanding compliance and possession as per the agreement. The Legal Notice establishes that the complainant exhausted pre-litigation remedies and gave the respondent sufficient opportunity to cure

the breach. The postal receipt and tracking records are annexed with the said Legal Notice.

- p. That the project 'Central Avenue,' Sector-92, Gurugram, is duly registered with the Haryana Real Estate Regulatory Authority (Haryana RERA), and a valid Registration Certificate in its favour is available on the official Haryana RERA website of Gurugram Division. The details of the said project, including the Registration Certificate, can be verified under the section titled 'Haryana RERA Project Search' on the Haryana RERA website. It is further submitted that the project falls within the territorial and original jurisdiction of this Hon'ble Authority, and the respondent's actions in relation to the project clearly fall within the purview of the RERA Act, 2016. Accordingly, the Authority has full territorial, pecuniary, and legal jurisdiction to entertain and adjudicate the present complaint under Section 31 of the RERA Act, 2016, read with Rule 29 of the Haryana RERA Rules, 2017.
- q. That the complainant submits that, as per settled legal norms, a developer is mandatorily required to obtain all statutory approvals and permissions from the competent authorities prior to launching, advertising, or commencing construction of any real estate project. Such approvals ordinarily include land use permission, sanctioned building plans, environmental clearance, fire safety NOC, consent from the Pollution Control Board, and other regulatory consents, followed by registration under the Real Estate (Regulation and Development) Act, 2016. Any construction activity or public offering undertaken without securing these clearances amounts to a violation of law and reflects non-compliance with the due process prescribed for lawful project development.
- r. That under Section 18(1)(a) & (b) and Section 18(2) of the RERA Act, 2016, the Complainant is entitled to interest on the delayed period as well as

compensation for financial and mental hardship caused due to non-delivery of possession.

- s. That the respondent, by failing to deliver possession, has committed a violation of Section 12 of the RERA Act, 2016, which prohibits false representations and misleading assurances regarding project completion, possession timelines, and approvals.
- t. That the complainant, having complied with all contractual and statutory obligations, is entitled to seek enforcement of her right to possession under Sections 18(1) & 18(2) and Sections 19(4) & 19(7) of the RERA Act, 2016.
- u. That the respondent's delay in handing over possession constitutes a material breach under the agreement for sale and attracts the liability to pay interest at the rate of 12% per annum on the amounts paid from the date of execution of the allotment letter to actual delivery of possession.
- v. That the respondent's actions further amount to deficiency in service and unfair trade practice under Section 2(6), 2(11), and 2(47) of the Consumer Protection Act, 2019.
- w. That the complainant has suffered and continues to suffer severe mental agony, financial hardship, and social inconvenience due to the respondent's failure to deliver possession, which warrants directions from the Authority to enforce delivery of possession forthwith.
- x. That the complainant respectfully submits that she has reserved her right to seek appropriate compensation for the mental agony, emotional distress, financial hardship, and inconvenience suffered due to the respondent's willful delay and non-compliance. The complainant, while primarily seeking possession of apartment no. P-804, reserves her legal right under Sections 18(1), 18(2), and 71 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 29 of the Haryana RERA Rules, 2017, to claim

compensation and damages before the Authority and/or the Adjudicating Officer. The complainant's claim for possession, therefore, is made without prejudice to her right to seek such compensation as may be determined in accordance with law.

- y. That under Section 71 of the RERA Act, 2016, read with Rule 29 of Haryana RERA Rules, the complainant is entitled to compensation for loss and mental anguish suffered due to delay in possession.
- z. That the respondent's repeated assurances, site plans, and formal communications created a legitimate expectation in the Complainant that possession would be delivered in accordance with the terms of the Agreement. The Respondent's failure constitutes violation of Sections 11(4)(a), 12, 14(2), 18(1), 18(2), 19(4), and 19(7) of the RERA Act, 2016.
- aa. That the complainant has approached this Hon'ble Authority in good faith after exhausting all reasonable remedies and giving ample opportunity to the respondent to deliver possession, which the respondent has willfully neglected. The present complaint is maintainable under Section 31 of the RERA Act, 2016, and the Authority has full jurisdiction to adjudicate the dispute and direct the respondent to deliver possession of apartment no. P-804 forthwith.

C. Relief sought by the complainant: -

- 8. The complainant has sought following relief(s):
 - I. Direct the respondent to pay interest at the rate of 12% per annum on the total deposited amount from the date of issuance of the allotment letter until possession is delivered, in the event the respondent fails to hand over possession of the apartment.
 - II. Direct the respondent to forthwith hand over lawful and vacant possession of apartment no. P-804 in the project "Central Avenue,"

Sector-92, Gurugram, in accordance with the terms, carpet area (602.671 sq. ft.), floor, parking rights, and specifications contained in the agreement for sale stamp dated 04.11.2022. (EX.dated:14.11.2022).

- III. Declare the respondent's letter dated 30.04.2025 to be arbitrary, illegal, and ineffective to alter the allottee's rights under the agreement, and pass consequential directions preventing the respondent from enforcing any change in the allottee's rights without statutory compliance and written consent of the complainant.
 - IV. Direct the respondent to allot and hand over, without prejudice to the complainant's rights and contentions, an alternate apartment of identical carpet area, specifications, and price as mentioned in the original and builder-buyer agreement, in lieu of the originally allotted apartment no. P-804, ensuring that no additional financial burden is imposed on the complainant.
 - V. Direct the respondent to submit a composite status report including construction milestones, revised time-frames (if any), and proof of requisite statutory approvals (if relied upon), within a time period stipulated by the Authority and subject to verification.
 - VI. Impose penal consequences and costs on the respondent for non-compliance, deficiency of service, and willful delay in delivery of possession under Sections 18, 59, and 60 of the RERA Act, 2016, and pass such orders as the Authority may deem fit to ensure strict compliance.
9. 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:

10. 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) /QHX-LT3-AW5Y. That it had come to the knowledge of the respondent that concerned project expansion area admeasuring 1.10625 acres for expansion is located at a distance of 4.9 km approx. from the boundary of Sultanpur National Park. Relevant extract from Forest NOC is reiterated hereinunder:

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

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- 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.

11. 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

12. 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

13. 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

14. 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.

15. 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 relief sought by the complainant.

F.I. Direct the respondent to pay interest at the rate of 12% per annum on the total deposited amount from the date of issuance of the allotment letter until possession is delivered,

in the event the respondent fails to hand over possession of the apartment.

- F.II. Direct the respondent to forthwith hand over lawful and vacant possession of apartment no. P-804 in the project "Central Avenue," Sector-92, Gurugram, in accordance with the terms, carpet area (602.671 sq. ft.), floor, parking rights, and specifications contained in the agreement for sale stamp dated 04.11.2022. (EX.dated:14.11.2022).**
- F.III. Declare the respondent's letter dated 30.04.2025 to be arbitrary, illegal, and ineffective to alter the allottee's rights under the agreement, and pass consequential directions preventing the respondent from enforcing any change in the allottee's rights without statutory compliance and written consent of the complainant.**
- F.IV. Direct the respondent to allot and hand over, without prejudice to the complainant's rights and contentions, an alternate apartment of identical carpet area, specifications, and price as mentioned in the original and builder-buyer agreement, in lieu of the originally allotted apartment no. P-804, ensuring that no additional financial burden is imposed on the complainant.**
- F.V. Direct the respondent to submit a composite status report including construction milestones, revised time-frames (if any), and proof of requisite statutory approvals (if relied upon), within a time period stipulated by the Authority and subject to verification.**
- F.VI. Impose penal consequences and costs on the respondent for non-compliance, deficiency of service, and willful delay in delivery of possession under Sections 18, 59, and 60 of the RERA Act, 2016, and pass such orders as the Authority may deem fit to ensure strict compliance**

16. 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.

17. The complainant was allotted a unit bearing no. P-804, 8th floor in Tower-P tentatively admeasuring carpet area of 602.671 sq. ft. in the project of respondent named "Central Avenue" at Sector 92, Gurugram under the Affordable Housing Policy, 2013 vide allotment letter dated 29.10.2022. Thereafter, Agreement for sale was executed between the complainant and respondent in respect of the subject unit on 14.11.2022. 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.6,64,383/- 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.
18. During proceedings dated 25.08.2026, 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.
19. It is an admitted position and the Authority is of considered view that the project of the respondent has not proceeded towards completion on account of failure to secure the requisite environment 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.

20. It is further noted that, during the course of proceedings dated 25.08.2026, learned counsel for the complainant submitted that the complainant primarily seeks delayed possession charges along with possession of the allotted unit along. However, it was observed that the Respondent has not obtained the requisite Environmental Clearance from the competent authority and, consequently, the possession of the allotted unit cannot be offered/handed over at this stage. The counsel for the complainant was accordingly apprised that, in the aforesaid circumstances, the complainant may seek refund of the amount deposited with the respondent along with interest at the prescribed rate. The counsel for the complainant, upon instructions, submitted that the complainant is willing to withdraw from the project and accept refund of the amount deposited along with interest at the prescribed rate.
21. 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."*
22. 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%.

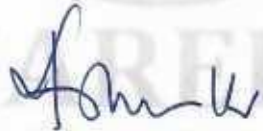
Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

23. 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.
24. 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.
25. 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. (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

26. 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).
27. This decision shall mutatis mutandis apply to both cases mentioned in para 3 of this order.
28. Complaint as well as applications, if any, stand disposed off accordingly.
29. File bpe consigned to the Registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 25.08.2026