

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

Date of Order: 23.07.2026

NAME OF THE BUILDER		ANSAL HOUSING LIMITED	
PROJECT NAME		"Ansals Townwalk"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/457/2025	Gautam Kalra V/S Ansal Housing Limited	Sh. Meghraj Singh Sisodiya Advocate for complainant Sh. Amandeep Kadyan Advocate for respondent
2.	CR/706/2025	Kapil Kalra V/S Ansal Housing Limited	Sh. Meghraj Singh Sisodiya Advocate for complainant Sh. Amandeep Kadyan Advocate for respondent

CORAM:

Shri Phool Singh Saini

Member

ORDER

1. This order shall dispose of both the complaints titled as above filed before this authority 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 there under or to the allottee as per the agreement for sale executed *inter se*.
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, "Ansals Townwalk" situated at Sector-104, Gurugram being developed by the respondent/promoter i.e., M/s Ansal Limited. The terms and conditions of the builder buyer's agreements fulcrum of the issue



involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking refund of the paid-up amount along with interest.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid

Project Name and Location		"Ansals Townwalk" situated in Sector- 104, Gurugram				
Occupation certificate: Not obtained						
Complaint No. & Case Title	Reply status	Unit no. & Area of the unit	Date of execution of buyer's agreement	Due date of handing over of possession	Offer of possession	Total Sale Consideration /Total Amount paid by the complainant(s)
CR/457/2025 Gautam Kalra V/S Ansal Housing Limited	03.04.2025	508 & 481 sq. ft. (As per page no. 22 of the complaint)	24.02.2014 (As per page no. 19 of the complaint)	24.08.2017	Not offered	TSC: Rs.21,64,500/- (As per page no. 22 of the complaint) AP: Rs.13,75,240/- (As confirmed by both the counsels during proceeding)
CR/706/2025 Kapil Kalra V/S Ansal Housing Limited	18.04.2025	501 & 481 sq. ft. (As per page no. 22 of the complaint)	24.02.2014 (As per page no. 19 of the complaint)	24.08.2017	Not offered	TSC: Rs.22,86,000/- (As per page no. 54 of the complaint) AP: Rs.10,97,00/- (As confirmed by both the counsels during proceeding)
The complainant in the above complaint(s) has sought the following reliefs:						
1. Direct the respondent to refund the entire amount paid by the complainant along with interest.						



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

Abbreviation Full form

TSC-Total Sale consideration

AP - Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainant against the promoter on account of violation of the buyer's agreement against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking refund of the amount paid along with interest.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the respondent/promoter in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/457/2025 titled as Gautam Kalra Vs Ansal Housing Limited** are being taken into consideration for determining the reliefs of the allottee(s) qua refund of the amount paid.

A. Project and unit related details

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

S. No.	Heads	Information
1.	Project name and location	"Ansals Townwalk", Sector-104, Gurugram
2.	Project area	22.123 acres



3.	Nature of the project	Residential Project
4.	DTCP license no. and validity status	102 of 2011 dated 01.10.2012 valid up to 30.09.2016
5.	Application form	10.06.2013 [As mentioned in buyer's agreement at page 21 of complaint]
7.	Unit no.	508 [Page no. 22 of complaint]
8.	Unit measuring	481.00 sq. ft. [Page no. 22 of complaint]
9.	Date of execution of flat buyer agreement	24.02.2014 [Page no. 19 of the complaint]
10.	Possession Clause	30. <i>The Developer shall offer possession of the unit anytime within a period of 42 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 the dues by Buyer and subject to force-majeure circumstances as described in clause 32. Further, there shall be a grace period of 6 months allowed to the Developer over and above the period of 42 months as above in offering the possession of unit.</i> [Page no. 27 of the complaint]
11.	Due date of delivery of possession	24.08.2017
12.	Payment Plan	Construction Linked [Page 35 of complaint]
12.	Sales consideration	Rs.21,64,500/- [Page no. 22 of complaint]
13.	Total amount paid by the complainant	Rs.13,75,240/- [Confirmed by counsels for both of the parties]
14.	Reminder/ Letter	Demand 03.04.2024 [Page 60 of complaint]



14.	Occupation Certificate	Not Obtained
15.	Offer of possession	Not Obtained

B. Facts of the complaint

8. The complainant has made the following submissions:

- i. In the year 2013, the complainant came to know about the project namely "Ansals Townwalk" by the agents of the respondent which was being developed on land comprised in Rectangle No. 12, Kila No. 9/2/2 (2K-9M), 8/1/2 (0K-9M), 13/1/3 (3K-16M), 14/1/1 (0K-18M); and 9/1/2 (1K-16M), 8/2 (1K-8M), 12/2 (3K-0M) and 13/1/1 (3K-12 M) in all aggregating to 16K-16M or 2.1 Acres of Village Dhanwapur, Tehsil & District Gurgaon (Part of Sector 104 of Gurgaon-Manesar Urban Complex Plan 2031) by the respondent.
- ii. It was represented to the complainant that the respondent is a leading construction company and developers having extensive goodwill and experience in construction line and is very reputed in its field. It was represented that the said project is at prime location with ease of business and with great connectivity with Delhi and Haryana. It was further represented that the said project will also be highly profitable in future and promised for timely delivery of the said project. The complainant also visited at the office of the respondent at Barakhamba Road, Delhi, therein also he was represented the same as above by the respondent and its employees/representatives.
- iii. Believing upon such representation, promises and assurances, complainant decided to purchase office unit bearing number 508 at the said project with intent to establish his business at Gurgaon (Gurugram) for betterment of his business and expansion of same. It is further submitted that in regard to the aforementioned office unit, complainant



- and the respondent entered into buyer's agreement and the same was executed on 24.02.2014 for Office Unit Bearing No. 508.
- iv. It was agreed between the respondent and complainant as per the said buyer agreement's clause 30 the respondent was to deliver the possession of the unit within a period of 42 months from the date of execution of shop/office buyer agreement.
- v. The complainant had made the initial payments regarding the afore-mentioned unit, thereafter complainant had also made necessary, demanded and agreed payments regarding afore-mentioned unit to the respondent. The complainant is an honest buyer and had made regular payments regarding the afore-mentioned unit to the respondent, till date complainant had made a total payment of amount Rs. 13,75,242/- to the respondent which has been duly accepted by the respondent (regarding afore-mentioned unit).
- vi. The complainant time to time had enquired about the update in the constructions of the aforementioned unit and the respondent used to assure complainant that construction is going in well planned and timely manner and promised and agreed unit would be delivered as stated within 42 months from the date of execution of buyer agreement. The complainant used to believe upon such assurance and promises. the expiry of the promised time was on 24.08.2017 for office unit bearing no. 508.
- vii. The complainant enquired about the possession of the aforementioned unit which he had purchased from the respondent to which the respondent used to state that due to some financial constraints and technical issues there is delay in construction of the project and assured that the respondent are working on the issues and will deliver the possession to complainant within 5-6 months. Upon such assurance and



promises complainant believed upon the respondent and waited for the possession of unit. That again after a period of 6-7 months, when complainant made inquiries regarding the possession and updates on the office unit, no reply was received from respondent.

- viii. The complainant rightfully asked the respondent about the possession of the office unit, as complainant has invested substantial amount of money in the project, with the expectation of using these office unit to run their business. Concerned, complainant also sought details/status of the HARERA license granted by the authority, as well as the completion certificate/occupancy certificate obtained from the competent authority. However, the respondent did not provide any response.
- ix. The respondent with dishonest and malicious intent had issued letters dated 03.04.2024, unlawfully asserting that the cancellation process has been initiated against the aforementioned office unit booked by complainant. These letters also unlawfully impose an excessive and usurious rate of interest amount on complainant. Furthermore, the respondent has threatened that, should complainant fail to remit the demanded additional funds, the cancellation of the said office unit will proceed. This conduct appears to be a deliberate attempt to coerce additional payments from complainant and to perpetuate an injustice. This ultimatum constitutes an egregious abuse of respondent position of advantage.
- x. The complainant had already paid in excess of 50% of the total amount due, though there is no feasible future that the said project/purchased unit to be completed and be ready for possession and transferred to complainant in complete and promised manner. Faced with the prospect of further financial losses and difficulties, complainant, in the exercise of prudence and fiduciary responsibility, refused to provide any additional



funds, as doing so would have resulted in further pecuniary harm and detriment. Further, it is the respondent who are in continuous breach and default to the terms of respected agreements.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):
 - i. Direct the respondent to refund the entire amount paid by the complainant along with interest.
10. On the date of hearing, the Authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

11. The respondent has contested the complaint on the following grounds:
 - i. The complainant had approached the respondent for booking an Office unit o. 508 in an upcoming project Ansal Townwalk, Sector 104, Gurugram. Upon the satisfaction of the complainant regarding inspection of the site, title, location plans, etc. an agreement to sell dated 24.02.2014 was signed between the parties.
 - ii. The current dispute cannot be governed by the RERA Act, 2016 because the builder buyer agreement signed between the complainant and the answering respondent was in the year 2014. The regulations at the concerned time would regulate the project and not a subsequent legislation i.e. RERA Act, 2016. That parliament would not make the operation of a statute retrospective in effect.
 - iii. The complaint specifically admits to not paying necessary dues or the full payment as agreed upon under the builder buyer agreement. The complainant cannot be allowed to take advantage of his own wrong.
 - iv. Even if the complaint is admitted being true and correct, the agreement which was signed in the year 2014 without coercion or any duress



cannot be called in question today. The builder buyer agreement provides for a penalty in the event of a delay in giving possession. That clause 36 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 to alter the penalty clause by virtue of this complaint more than 10 years after it was agreed upon by both parties.

- v. 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 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.
- vi. Respondent has adequately explained the delay. The delay has been occasioned on account of things beyond the control of the answering respondent. The builder buyer agreement provides for such eventualities and the cause for delay is completely covered in the said clause. 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.

- vii. The respondent and the complainant admittedly have entered into a builder buyer agreement which provides for the event of delayed possession. That clause 31 of the builder buyer agreement is clear that there is no compensation to be sought by the complainant/prospective owner in the event of delay in possession.
 - viii. the respondent has clearly provided in clause 34 the consequences that follow from delayed possession. The complainant cannot alter the terms of the contract by preferring a complaint before the Hon'ble HRERA Gurugram.
12. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submission made by the parties.

E. Jurisdiction of the authority:

13. The Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

14. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction



15. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

16. So, in view of the provisions of the Act quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Findings on objections raised by the respondent:

F.I Objection regarding delay due to force majeure conditions:

17. The respondent-promoter has raised the contention that the construction of the tower in which the unit of the complainant is situated, has been delayed due to force majeure circumstances such as orders of the various courts banning the construction for a shorter period of time on account of weather conditions in NCR region. The respondent further raised the contention that other factors like govt. schemes and covid-19 pandemic also contributed in delay in completion of project but all the pleas advanced in this regard are devoid of merit. As the events taking place such as restriction on construction due to weather conditions were for a shorter period of time and are yearly one and do not impact the project being developed by the respondent and are to be considered while fixing the timelines for completion of the project. Thus, the promoter/respondent cannot be given any leniency based on aforesaid reasons and the plea advanced in this regard is untenable.



G. Findings on the relief sought by the complainants:**G.I Direct the respondent to refund the entire amount paid by the complainant along with interest.**

18. In the present complaint, 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 as per section 18(1) of the Act and the same 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:*

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

(Emphasis supplied)

19. **Admissibility of refund along with prescribed rate of interest:** The complainants are seeking refund the amount paid by them along with interest prescribed rate of interest. However, the allottee 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., 23.07.2026 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(z) of the Act provides that 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. The relevant section is reproduced below:
- "(z) "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. The authority after considering the facts stated by the parties and the documents placed on record is of the view that the complainants are well within their right for seeking refund under section 18(1)(a) of the Act, 2016.
24. In the instant matter, even after lapse of more than 10 years from the date of execution of buyer's agreement till the filling of complaint, the respondent fails or surrender his claim w.r.t. the alleged date, the authority in a rightful manner can proceed in the light of judicial precedents established by higher courts. When the terms and conditions exchanging (agreement) between



parties omits to specify the due date of possession the reasonable period should be allowed for possession of the unit or completion of the project.

25. That the authority is of the considered view that the Act, 2016 ensures the allottee's right to information about the project and the unit. That knowledge about the timelines of the delivery of possession forms an inseparable part of the agreement as the respondent is not communicating the same to the complainant/allottee. Hence, it is violation of the Act, and shows his unlawful conduct.

26. Moreover, the authority observed by Hon'ble Supreme Court of India in ***Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021***

*".... The occupation certificate is not available even as on date, which **clearly amounts to deficiency of service**. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project....."*

27. Further in the judgement of the Hon'ble Supreme Court of India in the cases of ***Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (Supra)*** reiterated in case of ***M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020*** decided on 12.05.2022 observed as under:

25. The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed.

28. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations



made thereunder or to the allottee as per agreement for sale under section 11(4)(a). The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of buyer's agreement or duly completed by the either date mentioned as above. Accordingly, the promoter is liable to the allottee, as he wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of the unit with interest at such rate as may be prescribed.

29. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1)(a) of the Act on the part of the respondent is established. As such, the complainants are entitled to refund of the entire amount of Rs.13,75,240/- paid by them at the 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 date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 *ibid*.

H. Directions of the authority:

30. 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/promoter is directed to refund the entire amount of Rs.13,75,240/- received by it from the complainants-allottee (along with interest at the rate of 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 date of refund of the deposited amount.



- ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
 - iii. The respondent is further directed not to create any third-party rights against the subject unit before full realization of paid-up amount along with interest thereon to the complainants, and even if, any transfer is initiated with respect to subject unit, the receivable shall be first utilized for clearing dues of allottee-complainants.
31. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
32. Complaints stand disposed of.
33. Files be consigned to registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 23.07.2026