

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

Complaint no. : 4574 of 2025
Date of complaint : 08.09.2025
Date of order : 08.09.2026

Dhiraj Dhar,
R/o: - KP-42, Maurya Enclave, Pitampura,
Saraswati Vihar, Delhi-110034.

Complainant

Versus

M/s New Look Builders & Developers Pvt. Ltd.
(Formerly known as Ansal Phalak Infrastructure
Private Limited.)
Having Registered Office at: - First Floor, The Great
Eastern Centre 70, Nehru Place, Behind IFCI Tower,
New Delhi- 110019.

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Attar Singh Kharb (Advocate)
Bhavya Sareen (Advocate)

Complainant
Respondent

ORDER

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

A. Unit and project related details

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

S.N.	Particulars	Details
1.	Name of the project	"Sovereign Floors, Essencia"
2.	Project location	Sector-67, Gurugram.
3.	Nature of project	Independent Floor
4.	Project area	2.156 acres
5.	HRERA registered/ not registered	Registered vide registration no. 313 of 2017 dated-17.10.2017
6.	DTCP License	License no. 26 of 2012 Dated-27.03.2012
7.	Apartment Buyer's Agreement	07.09.2011 (As on page no. 19 of complaint)
8.	Tri-partite Agreement	04.05.2012 (page 51 of complaint)
9.	Unit no.	E-2165GF, Block-E (As on page no. 22 of complaint)
10.	Unit area admeasuring	2491 sq.ft. (As on page no. 22 of complaint)
11.	Possession clause	CLAUSE-5 POSSESSION OF FLOOR 5.1 Subject to Clause 5.2 and further subject to all the buyers of the Dwelling units in the said Sovereign Floors, Esencia, making timely payment, the Company shall endeavor to complete the development of residential colony and the Dwelling Unit as far as possible within 30 (Thirty) months with an extended period of 6 (six) months from the date of execution of this Agreement or the date of sanction of the building plan whichever falls later. (As on page no. 33 of complaint)
12.	Date of approval of building plans	22.02.2013 (as per page 11 of reply)

13.	Due date of possession	22.02.2016 [Calculated as 30 months from date of approval of building plans being later plus grace period of 6 months]
14.	Basic sale Price	Rs.97,00,000/- (As on page no. 14 of reply)
15.	Amount paid by the complainant	Rs.88,07,210/- (As on page no. 14 of reply)
16.	Occupation certificate	Not obtained
17.	Offer of possession	Not offered

B. Facts of the complaint

3. The complainant has made the following submissions: -

- I. That Ansal Phalak Infrastructure Pvt. Ltd., now New Look Builders and Developers Pvt. Ltd. planned to develop a Housing Society under the name and style "Esencia" in Sector-67, Gurugram.
- II. That the complainant (Dhiraj Dhar) booked a flat in this Housing Society i.e. Sovereign Floors Esencia by making a payment of 10% plus taxes vide Receipt No. 520 dated 01.09.2011 for an amount of Rs.10,27,074/-.
- III. That on receipt of the booking amount, the respondent provisionally allotted a unit bearing no. E-2165 GF vide their letter dated 01.09.2011. Consequent upon allotment of the said unit, floor buyer agreement was signed on 07.09.2011 between the complainant and the respondent.
- IV. That the complainant continued making payments as per their payment schedule/demanded from time to time by the developer. In all, the complainant has paid to the developer a total sum of Rs.88,07,210.30/- towards the basic price and taxes, EDC, PLC, etc.
- V. That as per BBA clause 5.1, the possession was to be given within 30 months plus 6 months extended period i.e. 36 months from the date of

signing of BBA. As per this clause, the possession date works out as 07.09.2014.

- VI. That the respondent has not given the possession even after 11 years of delay.
- VII. That the builder's progress of work at site is almost negligible and it is apprehended that it may take some more months to complete the project and offering of possession along with OC. Accordingly, it is prayed that the respondent may be directed to complete the project and also pay interest for delay in possession to the complainant as per Section 18.1 of Real Estate (Regulations & Development) Act, 2016 and HRERA Rule 15.

C. Relief sought by the complainant:

- 4. The complainant has sought following relief(s):
 - 1. Direct the respondent to handover possession and to pay delay possession charges.

D. Reply by the respondent.

- 5. The respondent has contested the complaint on the following grounds:
 - i. That the respondent was incorporated under the provisions of Companies Act, 1956 in year 2010 by two promoter entities namely Ansal Properties and Infrastructure Ltd. (promoter no.1) and Caliber Properties Pvt. Ltd. (hereinafter collectively referred to as "promoters") with the sole purpose for development, construction and execution of a township on a minimum of 141 acres of developable and licensable land being a part of the property located at Sector 67 and Sector 67 A, Gurugram. Subsequent, to the incorporation of the respondent company, the promoters invited bookings from the general public for allotment of units in the project. Accordingly, the complainant approached the promoters to book a unit in the project of answering respondent. Accordingly, the complainant approached the

respondent company controlled by management of APIL and booked a unit bearing No. E2165 in the project titled as "Esencia", situated in Sector 67, Gurugram.

- ii. That the complainant was allotted with the unit by execution of floor buyer agreement dated 07.09.2011 for a basic sale consideration of Rs.97,00,000/-. Pertinently as per Clause No. 5.1 of FBA, the answering respondent undertook to complete the construction of the unit and to deliver its possession to the complainant within a period of thirty-six (36) months from the date of execution of FBA or the date of receiving the approval of the building plan from the Department of Town and Country Planning, whichever is later. As a matter of fact, the building plans were approved by the District Town Planner, Gurugram on 22.02.2013, which is after the execution of FBA. Therefore, the due date of possession is to be calculated from the date of receiving approvals for building plan. Hence, the due date of possession of the unit was 22.02.2016.
- iii. That the complainant had also taken a loan from State Bank of India in terms of the tripartite agreement dated 04.05.2012 for paying part sale consideration of unit to the answering respondent. Pertinently the answering respondent was a party to the said tripartite agreement in lieu of which a total amount of Rs.88,07,210/- has been paid by the Complainant to the promoter No.1. The complainant has not paid any amount to the answering respondent company.
- iv. That the promoters being in control of the answering respondent company had mis-appropriated the assets of the answering respondent company for their personal gain at the cost of investors, including but not limited to allottee(s) who had invested in the projects of the answering respondent company from 2011 to 2019 to

- construct their respective units/flats/apartment/plots after taking approvals from the respective government and statutory authorities.
- v. That in order to claim their lawful right under the investment agreements, the investors initiated arbitration proceedings against the promoters and the answering respondent company. The arbitration proceedings were conducted before Retd. Justice K.S. Gupta, Sole Arbitrator.
- vi. That during the pendency of said arbitration proceedings, the parties to the arbitration proceedings i.e. the promoters of answering respondent company, investors and answering respondent company reached a settlement and recorded the terms of settlement in master settlement agreement dated 24.12.2019.
- vii. That in order to protect the rights of the investors of the answering respondent company, including the rights of allottee's of different project, it was agreed between the parties that the management of the answering respondent company would be changed and as such the promoters would not be in any manner managing the answering respondent company and the investors would be managing the answering respondent company. It was further agreed that promoters shall keep the answering respondent company fully indemnified against any and all liabilities, claims, obligations, losses, damages, penalties, actions, judgements, suits, claims against the company. Since, under the management of promoters i.e. APIL, the answering respondent company had defaulted in its responsibilities towards the allottee's, and also under the MSA, the promoter no.1 undertook to complete the constructions of the respective projects and settle any claim of the allottees or pay the decretal amount towards the award passed by any court/ tribunal.

- viii. That the promoters further undertook to indemnify the answering respondent company under Clause 3.1 of the MSA against any liabilities arising out of action/decisions taken before the nominee of the Investors are appointed on the Board of the Answering Respondent Company. The Promoters had also undertaken to indemnify the Answering respondent company against any in relation to the first project land (as defined in MSA) including but not related to claims of the allottees/customers. Pertinently in terms of Clause 1.2 and 4.5 of the MSA, the promoter no.1 had undertaken to settle all litigation matters in relation to the customers of the project lands, wherein the company or the first promoter are parties, pending at NCLT, NCDRC or any other court/forum.
- ix. That the aforesaid facts were duly acknowledged and recorded by this Authority in the registration order dated 30.05.2022 and Arbitration Award dated 19.05.2023 passed by Retd. Justice K.S. Gupta, Sole Arbitrator. Admittedly, it is APIL who is responsible for development and construction of the unit and the project where the unit in the captioned complaint is situated is evident from the para 41, 42 and 43 of the order dated 30.05.2022 passed by this Authority. However, till date, APIL has neither completed the project nor has cleared the liabilities of the allottees in the said project. In view of aforesaid facts, it is crystal clear that it is Ansal Properties and Infrastructure Ltd. who was in control of the answering respondent company from year 2011 to 2019 and due to its actions/omissions its investors including the complainant suffered significant losses. Subsequently, through Master Settlement Agreement dated 24.12.2019, promoter no. 1 agreed to construct the project and to settle all the claims of its investors including the complainant and indemnify the answering respondent

company in case of any loss caused due to claim of any other person such as complainant.

- x. That Ansal Properties and Infrastructure Ltd. is a necessary party for adjudication of the captioned complaint as the same is liable for delay in constructing the project and payment of compensation to the complainant for delay in handing over the unit. Furthermore, the respondent is not a necessary party to the captioned complaint as respondent neither allotted the said unit to the complainant (allotment was done under management of APIL) nor was liable to construct the said unit or pay any compensation to the complainant. Therefore, the captioned complaint is not maintainable qua the respondent.
 - xi. That the liability of the respondent on account of delay is specified in Clause 5.4 of the flat buyer agreement and as such the complainant cannot claim reliefs which are beyond the compensation agreed upon by him. It is submitted that the flat buyer agreement delineates the respective liabilities of the complainant as well as the answering respondent in case of breach of any of the conditions specified therein. In this view of the matter, the complaint is not maintainable in law and is liable to be dismissed in limine.
6. 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

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

7. 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

8. 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.

9. 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 the objections raised by the respondent.**F.I Objection regarding maintainability of complaint.**

10. The respondent has taken a stand that Ansal Properties and Infrastructure Ltd. is a necessary party for adjudication of the captioned complaint as the same is liable for delay in constructing the project and payment of compensation to the complainant for delay in handing over

the unit. Furthermore, the respondent is not a necessary party to the captioned complaint as respondent neither allotted the said unit to the complainant (allotment was done under management of APIL) nor was liable to construct the said unit or pay any compensation to the complainant. Therefore, the captioned complaint is not maintainable qua the respondent. However, the Authority observes that allotment letter and buyer's agreement was executed between the complainant and respondent. Further, the sale consideration against the unit in question has been accepted by Ansal Phalak Infrastructure Pvt. Ltd. "now known as New Look Builders & Developers Pvt. Ltd." By executing the buyer's agreement respondent took upon the role and duties of a promoter towards the complainant. The later arrangement between the two promoters under which Ansal Properties and Infrastructure Ltd. took over the development of the project cannot free respondent from the duties it had willingly accepted under the agreement. Nor can such an internal arrangement between them be used against the allottees who are not party to it and whose rights come directly from the agreement signed in his favour. In view of the above, the objection raised by the respondent regarding maintainability of complaint against it is declined being devoid of merits.

G. Findings on the relief sought by the complainant.

G.I. Direct the respondent to handover possession and to pay delay possession charges.

11. The complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"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, —

.....

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)

12. Clause 5.1 of the buyer's agreement dated 07.09.2011 provides for handing over of possession and is reproduced below:

CLAUSE-5 POSSESSION OF FLOOR

5.1 Subject to Clause 5.2 and further subject to all the buyers of the Dwelling units in the said Sovereign Floors, Esencia, making timely payment, the Company shall endeavor to complete the development of residential colony and the Dwelling Unit as far as possible within 30 (Thirty) months with an extended period of 6 (six) months from the date of execution of this Agreement or the date of sanction of the building plan whichever falls later...”

13. **Due date of possession and admissibility of grace period:** The respondent/promoter vide clause 5 of the buyer's agreement dated 07.09.2011, proposed to hand over the possession of the said unit within a period of 30 months from the date of its execution or approval of building plans, whichever is later plus 6 months grace period. As per record, the building plans were approved on 22.02.2013. Therefore, the due date is being calculated from the date of approval of building plans. Further, the said grace period of 6 months being unqualified is allowed to the respondent. Therefore, the due date of handing over possession comes out to be 22.02.2016.
14. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides 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 possession, at such rate as may be prescribed and it has been prescribed 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.

15. 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.
16. 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., 08.09.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.
17. The definition of term 'interest' as defined under Section 2(za) 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:
- "(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;"*
18. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainant in case of delay possession charges.

19. In the instant case, as per clause 5.1 of the buyer's agreement, the due date of possession was 22.02.2016. However, neither of the parties has placed on record a copy of the Occupation Certificate pertaining to the subject unit. Accordingly, the Authority, through its concerned officials, conducted a site inspection of the subject unit on 02.09.2026. As per the Site Inspection Report dated 02.09.2026 submitted before the Authority, it has been observed that the construction of the independent floor allotted to the complainant, bearing No. E-2165, Block-E, Ground Floor, forming part of a building comprising Ground + 2 Floors (G+2), stands completed. It has further been reported that families are residing on the respective floors (FF and SF) allotted to them, except the complainant (GF) in the said building. Further, during the proceedings dated 08.09.2026, the respondent submitted that the construction of the subject unit had been completed and the complainant is willingly not taking possession of the subject unit. Accordingly, vide proceedings dated 08.09.2026, the Authority directed the respondent to place on record a copy of the Occupation Certificate within a period of one week. However, the respondent has failed to furnish the same till date.
20. On consideration of the documents available on record and submissions made by both the parties, the Authority observes that the respondent vide its reply has itself admitted the fact that there was delay in constructing the project and payment of compensation to the complainant for delay in handing over the unit as Ansal Properties and Infrastructure Ltd. was in control of the respondent company from year 2011 to 2019 and due to its actions/omissions its investors including the complainant suffered significant losses. Accordingly, the Authority is satisfied that the respondent is in contravention of the Section

11(4)(a) of the Act by not handing over possession by the due date as per the agreement and there is delay on the part of the respondent to offer physical possession of the subject unit within the stipulated period. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with Section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delay possession at prescribed rate of interest.

21. It is further observed that out of the basic sale consideration of Rs.97,00,000/-, the complainant has only paid a sum of Rs.88,07,210/- and the balance is remaining unpaid till date. Section 19(6) & 19(7) of the Act provides that every allottee shall be responsible to make necessary payments as per agreement for sale along with prescribed interest on outstanding payments from the allottee and to take physical possession of the unit as per Section 19(10) of the Act. Thus, there is also a default on the part of the complainant in discharging his corresponding obligations. The complainant, therefore, cannot be permitted to derive undue benefit from his own default or take advantage of his own wrong.
22. Keeping in view facts and circumstances of this case, the respondent is directed to pay interest to the complainant at the prescribed rate i.e. 10.80% p.a. for every month of delay from the due date of possession i.e. 22.02.2016 till date of obtaining of occupation certificate from the competent authority plus two months as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules and Section 19(10) of the Act.
23. The respondent is further directed to supply a copy of the updated statement of account after adjusting delay possession charges within a period of 30 days to the complainant. The complainant shall pay the outstanding dues, if any after adjustment of delay possession charges

and shall take possession of the unit within a period of 60 days from the date of receipt of updated statement of account.

24. Further, as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant. Whereas, as per section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. Accordingly, the respondent shall handover possession of the unit and to get the conveyance deed executed in favour of the complainant in terms of Section 17(1) of the Act of 2016.

H. Directions of the authority

25. 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 pay interest to the complainant against the paid-up amount at the prescribed rate i.e., 10.80% p.a. for every month of delay from the due date of possession i.e., 22.02.2016 till the date of obtaining of occupation certificate from the competent authority plus two months as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules and Section 19(10) of the Act;
 - ii. The respondent/promoter is directed to supply a copy of the updated statement of account after adjusting delay possession charges within a period of 30 days to the complainant.
 - iii. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges and shall take possession

- of the unit within a period of 60 days from the date of receipt of updated statement of account.
- iv. The respondent/promoter shall not charge anything from the complainant which is not the part of the buyer's agreement.
 - v. The respondent/promoter is directed to handover possession and to execute conveyance deed of the allotted unit in favour of the complainant in terms of Section 17(1) of the Act of 2016.
 - vi. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delay possession charges as per section 2(za) of the Act.
 - vii. 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.
26. Complaint stands disposed of.
27. File be consigned to registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.09.2026