HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of Decision	26.05.2025

Name of the Builder		M/s Green Space Infraheights Private Limited		
Project Name		Shree Vardhman Green Space		
Sr. no.	Complaint no.	Title of the case	Appearance on behalf of complainant	Appearance on behalf respondent
1.	3379 of 2022	**Aditi Mahajan, W/o Rakesh Mahajan** #1682, Sector-15, Panchkula, Haryana. Vs. **Green Space Infraheights Pvt. Ltd.** 306, 3rd Floor, Indraprakash Building, 21-Barakhamba Road, New Delhi-110001.	Adv. Pulkit Jain, Counsel for the complainant, through VC.	Adv. Meenakshi Jyoti, counsel for the respondent through VC.
2.	408 of 2024	**Brij Mohan Saini S/o Sh. Pritam Chnad Saini,** R/o Flat no. 3, third floor, Plot no. HIG 20-D, Ganga Tower, Sector 1 A,	Adv. Ajay Chauhan, Counsel for the complainant, through VC.	Adv. Meenakshi Jyoti, counsel for the respondent through VC.

		Parwanoo-173220. Vs. **(i) Green Space Infraheights Pvt. Ltd.** 306, 3rd Floor, Indraprakash Building, 21-Barakhamba Road, New Delhi-110001.		

CORAM: Nadim Akhtar **Member**
Chander Shekhar **Member**

ORDER (NADIM AKHTAR-MEMBER)

1. This order shall dispose off both the above captioned complaints filed by the complainants before this Authority under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.
2. The core issues emanating from the above captioned complaints are similar in nature. The complainants in the above referred complaints are allottees of the project namely; Shree Vardhman Green Space; being

developed by the same respondent/ promoter, i.e., M/s Green Space Infraheights Private Limited in the revenue estate of Village Billah, Sector-14, Panchkula Extension II, District Panchkula, Haryana governed in terms of the provisions of Affordable Group Housing Policy, 2013 issued by the Government of Haryana. The fulcrum of the issue involved in all the above captioned cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the unit in question and all complainant(s) are now seeking refund of their paid amount along with the interest. Despite giving opportunities, respondent failed to file replies in both the above captioned complaints.

3. The details of the above said complaints, unit no., date of allotment letter, date of builder buyer agreement, total sale consideration and amount paid by the complainant, offer of possession and relief sought are given in the table below:

Shree Vardhman Green Space

(Affordable Group Housing Policy, 2013)

Possession Clause 8(a) in Flat Buyer's Agreement:

"Subject to the force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and Allottee having timely complied with all its obligations, formalities or documentation, as prescribed by Developer and not being in default under any part hereof, including but not limited to the timely payment of instalments of the other charges as per the payment plan, Stamp Duty and registration charges, the Developer proposes to offer possession of the Said Flat to the Allottee within a period of 4 (four) years from the date of approval of building plan or grant of environment clearance, whichever is later (hereinafter referred to as the

"Commencement Date")

Sr. no.	Complaint no./Title/Date of filing	Reply Status	Flat no. and area	Date of execution of flat buyer agreement	Total sale consideration (TSC) and amount paid by the complainant (Paid amount)	Offer of possession given or not given	Relief sought
1.	**3379 of 2022** Aditi Mahajan Vs. Green Space Infraheights Pvt. Ltd 28.12.2022	Not filed	0803, 8th floor, Tower C with carpet area of 511 sq.ft.	16.10.2017	TSC: ₹20,94,000/- Claimed paid amount: ₹19,68,501/- As per receipts and bank statement ₹19,38,501/-.	Not given	Refund of paid amount along with interest.
2.	**408 of 2024** Brij Mohan Saini Vs. Green Space Infraheigts Pvt. Ltd 12.03.2024	Not filed	0703, 7th floor, Tower F.	11.01.2016	TSC: ₹20,94,000/- Paid amount: ₹21,86,183/-	Not given	Refund of paid amount along with interest.

A. COMPLAINT NO. 3379 OF 2022 IS TAKEN AS A LEAD CASE AND BRIEF FACTS OF THIS COMPLAINT ARE AS UNDER:

(i) Complainant applied for a residential flat in the project of the respondent namely, "Shree Vardhman Green Space" at village Billah, Sector-14, Panchkula (Extension II), Haryana and respondent allotted flat no.0803,

Tower C, 8th floor having carpet area of 511 sq.ft vide allotment letter dated 02.08.2017, a copy of which is annexed as Annexure 1.

(ii) Flat buyer's agreement dated 16.10.2017 was executed between the parties against the basic sale price of ₹20,94,000/-. As per clause 8(a) of flat buyer agreement, respondent undertakes that possession of the said flat will be given within 4 years from the date of approval of building plans or grant of environment clearance, whichever is later. A copy of flat buyer agreement is attached as Annexure 2.

(iii) Complainant had made total payment of ₹19,68,501/- towards the booked flat in favour of the respondent. However, even after paying substantial amount, possession of the said flat has not been delivered by the respondent till date to the complainant.

(iv) The project's timely delivery was the essence of the contract and the respondent has made false commitments to the complainant and the respondent has resorted to misrepresentation. That the respondent has neither handed over the possession of the flat nor refunded the amount deposited by her along with interest to the complainant which is against the law, equity and fair play. Therefore, complainant being an aggrieved person, is filing the present complaint before this Hon'ble Authority for seeking certain directions cast upon the respondent.

B. RELIEFS SOUGHT

4. Complainant has sought following reliefs in the present complaint :

(i) Direct the respondent to refund a sum of ₹19,68,501/- paid by the complainant in lieu of allotment of abovesaid residential unit, Flat no. 803, Tower C (8th floor) of the project "Shree Vardhman Green Space" admeasuring 511 sq. ft and balcony area admeasuring 100 sq. ft at sector-14, Panchkula, Haryana.

(ii) Direct the respondent to grant interest in favour of the complainant at the rate prescribed as per the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder;

(iii) Direct the respondent to maintain status quo in respect of residential unit being unit Flat no. 803, Tower C(8th floor) of the project "Shree Vardhman Green Space" admeasuring 511 sq.ft and balcony area admeasuring 100 sq. ft at sector-14, Panchkula, Haryana.

(iv) Direct the respondent to pay damages and compensation in favour of the complainant and against the respondent;

(v) Direct the respondent to compensate the complainant for mental trauma and agony in favour of the complainant and against the respondent;

(vi) Award cost and legal expenses of the present proceedings in favour of the complainant and against the respondent;

(vii) Pass any other order in the interest of justice.

C. REPLY ON BEHALF OF RESPONDENT

5. Notice was served to the respondent on 30.12.2022 which got successfully delivered on 02.01.2023. Despite giving ten opportunities, i.e, approximately 818 days from first hearing, i.e., 28.02.2023 and imposition of cost, the respondent failed to submit the reply till date. The Real Estate (Regulation and Development) Act, 2016, is a beneficial legislation aimed at providing speedy and efficacious redressal to grievances of allottees and other stakeholders. In furtherance of this objective, the proceedings before the Authority have been made summary in nature. Such expeditious adjudication is achievable only if the parties involved, both the complainant and the respondent, submit their pleadings in a time-bound manner.

   In light of the respondent's repeated non-compliance despite availing numerous opportunities and keeping in consideration the summary procedure, the Authority deems it appropriate to strike off the respondent's defence and proceed to decide the present complaint ex-parte, as per record available on the file.

D. ARGUMENTS OF LEARNED COUNSEL FOR THE COMPLAINANT AND RESPONDENT

6. Counsel for complainant reiterated the facts of the complaint and requested the Hon'ble Authority to grant the relief of refund of the paid

amount along with interest. Counsel for respondent requested for some more time to file reply as cost has not been received from the company.

E. ISSUE FOR ADJUDICATION

7. Whether the complainants in both the above captioned complaints are entitled to refund of the amount deposited by them along with interest in terms of Section 18 of RERA Act of 2016?

F. OBSERVATIONS AND DECISION OF AUTHORITY

8. The Authority has gone through the facts of the complaints as submitted by the complainants. In light of the background of the matter, Authority observes that complainant booked a flat in the project "Shree Vardhman Green Space" which is an Affordable Housing Scheme being developed by the respondent/promoter namely; M/s Green Space Infraheights Private Limited and complainants were allotted flat no.0803, 8th floor, Tower C, in the said project at Sector-14, Panchkula, Haryana. The flat buyer agreement was executed between the parties on 16.10.2017. Complainant had paid a total sum of ₹19,38,501/- (as per receipts and bank statement on record) against the basic sale consideration price of ₹20,94,000/-.

9. As per Clause 8(a) of the agreement, respondent/developer was under an obligation to hand over the possession to the complainant within 4 years from the date of approval of building plans or grant of environment

clearance whichever is later. As per the pleadings mentioned in complaint, respondent/ developer received approval of building plans on 09.12.2014 and got the environment clearance on 15.03.2016. That means, as per possession clause, a period of 4 years is to be taken from 15.03.2016 and therefore, date of handing over of possession comes to 15.03.2020.

10. Period of 4 years is a reasonable time to complete development works in the project and handover possession to the allottee, however, respondent failed to hand over possession to the complainant. After paying her hard earned money, legitimate expectations of the complainant would be that possession of the flat will be delivered within a reasonable period of time. However, respondent has failed to fulfill its obligations as promised to the complainant. Thus, complainant is at liberty to exercise their right to withdraw from the project on account of default on the part of respondent to offer legally valid possession and seek refund of the paid amount along with interest as per section 18 of RERA Act.

11. Further, Hon'ble Supreme Court in the matter of "***Newtech Promoters and Developers Pvt. Ltd. versus State of Uttar Pradesh and others***" in Civil Appeal no. 6745-6749 of 2021 has highlighted that the allottee has an unqualified right to seek refund of the deposited amount if delivery of

possession is not done as per terms agreed between them. Para 25 of this judgement is reproduced below:

> "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.*"

The decision of the Supreme Court settles the issue regarding the right of an aggrieved allottee such as in the present case seeking refund of the paid amount along with interest on account of delayed delivery of possession. The complainants wishes to withdraw from the project of the respondent, therefore, Authority finds it fit cases for allowing refund in favour of complainant.

12. The definition of term 'interest' is defined under Section 2(za) of the Act which is as under:

> *(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;*

13. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is 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".*

14. Consequently, as per website of the State Bank of India, i.e., https://sbi.co.in, the highest marginal cost of lending rate (in short

MCLR) as on date, i.e., 26.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 11.10%.

15. From above discussion, it is amply proved on record that the respondent has not fulfilled its obligations cast upon him under RERA Act, 2016 and the complainant(s) are entitled for refund of deposited amount along with interest. Thus, respondent is liable to pay the interest to the complainant from the date the amounts were paid by her till the actual date of realization of the amount. Therefore, Authority allows refund of paid amount along with interest to all the complainants at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017, i.e., at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 11% (9.10% + 2.00%) from the date amounts were paid till the actual realization of the amount. Authority has got calculated the total amounts along with interest as per detail given in the table below:

Sr. no.	Complaint no.	Amount paid	Interest	Total amount to be given to complainant
1.	3379 of 2022	₹19,38,501/-	₹15,33,689/-	₹ 34,72,190/-
2.	408 of 2024	₹21,86,183/-	₹20,32,415/-	₹42,18,598/-

16. It is pertinent to mention that in complaint no.3379 of 2022, complainant claimed refund of an amount of ₹19,68,501/-. Vid order dated 29.04.2024, complainant was directed to place on record complete receipts or an affidavit mentioning the details of amount paid to the respondent along with bank statement. In compliance of same, complainant had filed application dated 21.05.2025, mentioning the details of paid amount. Perusal of said application reveals that an amount of ₹30,000/- was made in favour of ICICI Lombard GIC Ltd. on 30.08.2018 vide cheque no. 893641. As said amount is not made in favour of respondent/builder, i.e, Green Space Infraheights Pvt. Ltd, therefore, said amount will not be taken on record. Therefore, Authority deem its fit to adjudicate on amount of ₹19,38,501/-.

17. Further, complainants in both above mentioned complaints are seeking compensation on account of mental agony, financial and physical and mental harassment caused to the complainants. It is observed that Hon'ble Supreme Court of lndia in Civil Appeal Nos. 6745-6749 of 2027 titled as ***"M/s Newtech Promoters and Developers PvL Ltd. V/s State of U.P. & ors."*** (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the

learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

18. It is pertinent to mention that in complaint no. 408 of 2024, reliefs under clause (1), (2) and (3) were neither argued nor pressed upon. So, no observations are made in this regard.

G. DIRECTIONS OF THE AUTHORITY

19. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) Respondent is directed to refund the amount to the complainants as specified in the table provided in para (15) of this order. It is further clarified that respondent will remain liable to pay the interest to the complainants till the actual date of realization of the amount.

(ii) Respondent is also directed to deposit the costs of ₹30,000/- payable to the Authority and ₹2000/- payable to the complainants in complaint no. 3379 of 2022 failing which appropriate legal action will be taken against the respondent.

(iii) Further, respondent is directed to deposit the costs of ₹5000/- payable to the Authority and ₹2000/- payable to the complainants in complaint no. 408 of 2024 failing which appropriate legal action will be taken against the respondent.

(iv) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017.

Disposed off. Files be consigned to the record room after uploading of the order on the website of the Authority.

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CHANDER SHEKHAR
[MEMBER]

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NADIM AKHTAR
[MEMBER]