



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	834 of 2024
Date of filing:	11.06.2024
First date of hearing:	12.08.2024
Date of decision:	08.09.2025

Mrs. Kiran Sharma through GPA Shashi Kumar Sharma,
R/o, House No 27-B, Sector 1, Main Road,
New Shimla, Himachal Pradesh 171009

.....COMPLAINANT

Versus

1. Green Space Infraheights Pvt. Ltd.

Regd. Office 306, 3rd Floor Indra Prakash Building 21,
Barakhamba Road, New Delhi 110001.

2. Bank of Baroda

Cart Road, Gurudwara Singh Sabha Building,
Shimla, Himachal Pradesh 171001 through Branch Manager.

3. Sandeep Jain, Director

Regd. Office 306, 3rd Floor Indra Prakash Building 21,
Barakhamba Road, New Delhi 110001.

4. Sachin Jain, Director

Regd. Office 306, 3rd Floor Indra Prakash Building 21,
Barakhamba Road, New Delhi 110001.

.....RESPONDENTS

Present: - None present for the complainant.

None present for the respondents.

ORDER (NADIM AKHTAR - MEMBER)

1. Captioned complaint was listed for hearing on 01.09.2025. However due to constitution of Benches, matter has been taken up today for hearing.
2. Present complaint has been filed by the complainant on 11.06.2024 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 RERA, 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.

A. UNIT AND PROJECT RELATED DETAILS

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



S.No.	Particulars	Details
1.	Name of the project	Shree Vardhman Green Space, Sector-14, Panchkula Extension II (Affordable Group Housing)
2.	Name of the promoter	Green Space Infraheights Pvt. Ltd
3.	RERA registered/not registered	Registered (lapsed project)
4.	Flat No. allotted	0307, Tower A, 3 rd Floor
5.	Flat area (Carpet area)	511 sq.ft
6.	Date of allotment	26.08.2015
7.	Date of execution Builder Buyer Agreement	11.01.2016
8.	Due date of offer of possession	15.03.2020
9.	Possession clause in BBA dated 11.01.2016	<i>"Clause 8 (a) "Subject to 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 instalment of the other charges as per the payment plan, Stamp Duty and registration charges, the Developer proposes to offer</i>



		<i>possession of the Said Flat to the Allottee within a period of 4(four years) from the date of approval of building plans or grant of environment clearance, whichever is later (hereinafter referred to as the "Commencement Date")"</i>
10.	Total sale consideration	₹20,94,000/-
11.	Amount paid by complainant	₹21,85,183/- (as per receipts)
12.	Offer of possession	Not given till date

B. FACTS OF THE COMPLAINT

4. Case of the complainant is that complainant had applied for a residential flat in an affordable group housing project namely; "Shree Vardhman Green Space" being developed by respondent no.1/builder Green Space Infraheights Pvt. Ltd at Village Billah, Sector-14, Panchkula Extension-II, District, Panchkula, Haryana and complainant was allotted flat No.0307, Tower no. A, 3rd floor in the project, namely; "Shree Vardhman Green Space". A copy of allotment letter dated 26.08.2015 is annexed as Annexure-C-3.
5. That on 11.01.2016, a Builder Buyer Agreement (BBA) was executed between complainant and respondent no.1/builder for total sale price of ₹20,94,000/- and a copy of same is annexed as Annexure C-4.



Complainant made the payment of ₹21,85,183/- against the total sale price. Copies of receipts are annexed as Annexure-C-9.

6. That as per clause 8 (a) of the Flat Buyer's Agreement, the respondent no. 1 was liable to hand over the possession of the flat to the complainant within a period of four years from the date of approval of building plans or grant of environment clearance, whichever is later i.e., 11.01.2020. As per the letter dated 15.03.2016, the respondent no.1 had already received approvals from the several departments including demarcation plan, zoning plan, building plan and also the environmental clearance. Copy of the letter dated 15.03.2016 is annexed as Annexure C-5.
7. That assured by the tall promises of the executives of the respondent no. 1, the complainant even applied for loan with the respondent no. 2 which was sanctioned by the respondent no. 2 vide letter dated 25.05.2016 for sum of ₹7,41,000/-. The copy of the sanction letter dated 25.05.2016 is annexed as Annexure C-6.
8. That on the basis of the same, the complainant applied with the respondent no. 1 requesting to grant permission for mortgaging of the flat in question. The request of the complainant was allowed by the respondent no. 1 and vide letter dated 06.08.2016 the respondent no. 1 informed the respondent no. 2 that it does not have any objection if a home loan is given to the complainant by mortgaging the flat in



question. The copy of the letter dated 06.08.2016 is annexed as Annexure C-7.

9. That a tripartite agreement dated 06.08.2016 was executed between the complainant, respondent no. 1 and respondent no. 2. From the perusal of the agreement, it is clear that the payment was time link and was to be made at regular installments. As per clause 17 of the tripartite agreement, the respondent no. 1 had to hand over the possession to the complainant forthwith on freehold basis along with the conveyance of the sale deed, once the complainant complies with the terms and conditions in the agreement. As per clause 18 of the tripartite agreement, in case the respondent no. 1 fails or refuses to execute the Sale Deed in favour of the complainant even after the receipt of the entire payment as mentioned in the agreement or expiry of the period of 48 months from the date of approval of the plan, the Respondent no. 2 will have the liberty to step into the shoes of the complainant and take the requisite steps for getting the sale deed executed in the favour of the Bank, i.e., respondent no. 2. Copy of the tripartite agreement dated 06.08.2016 is annexed as Annexure C-8.
10. That respondent no. 2 has even sent e-mail dated 18.02.2021 wherein the respondent no. 2 has sought written justification from respondent no. 1 as to why the sale deed has not been executed till date. Copy of the e mail dated 18.02.2021 is annexed as Annexure C-11.



11. That it was for the 1st time informed by the respondent no. 1 vide e-mail dated 30.05.2022 that the work of the project will restart again in 3 months and it will take one year time to complete the work. Possession will be handed over only after that. Copy of the e-mail dated 30.05.2022 is annexed as Annexure C-12.
12. That on 07.03.2023, the respondent no. 2 again sent an e-mail to the complainant and respondent no. 1 that the Tripartite Agreement (TPA) has already expired on 06.08.2019 and the sale deed has not been executed till date. The respondent no. 2 has sought written explanation but till date no reply has been sent by respondent no. 1. Copy of the e-mail dated 07.03.2023 is annexed as Annexure C-13.
13. That the respondent no. 1 last sent an email dated 05.12.2023 wherein it claimed that the work and project has already been started and is under full swing and the flat/unit shall be handed over at the earliest with all the basic amenities. However, till date no communication with regard to finishing of the project has been received by the complainant. Copy of the email dated 05.12.2023 as Annexure C-14.
14. That left with no other option, complainant sent an e-mail dated 29.03.2024 to the respondent no. 1 that till date no possession has been handed over and even no assurances and commitment has been given by the office of respondent no. 1. The complainant left with no option, requested that either possession be handed over or entire paid



amount with interest be refunded. Copy of the e mail dated 29.03.2024 is annexed as Annexure C-15.

15. That respondent has failed to perform its obligations as per the agreed terms and conditions of the Builder Buyer Agreement and failed to handover the possession of the flat till date. That after due date of possession, complainant contacted the respondent on many occasions to inquire about the status of the project but respondent failed to give any satisfactorily reply to the complainant.

16. Complainant is now seeking refund of the paid amount alongwith interest as per Section 18 of the RERA Act of 2016.

C. RELIEFS SOUGHT

17. Complainant sought following reliefs :

1. To direct the respondent to refund the entire amount i.e. ₹21,85,183/- with interest from the date of receiving till the date of realization as per the provisions of Haryana Real Estate Act 2016.
2. To direct the respondent to pay ₹2,50,000/- as compensation to the complainant on account of unfair trade practice.
3. To direct the respondent to pay ₹2,50,000/- on account to physical harassment and mental agony to the complainant.
4. To direct the respondent to pay Rs.1,10,000/- on account of litigation expenses.



5. Grant any other relief which this Hon'ble Authority deems fit in the peculiar facts and circumstances of the present complaint.

D. REPLY ON BEHALF OF RESPONDENT NO.1,3 AND 4

18. Notice was served to the respondent no.1, 3 and 4 on 12.06.2024 which got successfully delivered on 17.06.2024. Despite availing four opportunities, respondent no.1/builder failed to file reply, though in all four hearings, ld counsel represented the respondent no.1, 3 and 4. Vide order dated 28.07.2025, Authority deems it fit to struck off the defence of the respondent no.1/builder and decide the present complaint ex-parte, therefore, present complaint is decided on the basis of the matter on record.

E. REPLY ON BEHALF OF RESPONDENT NO.2

19. Notice was served to the respondent no.2 on 12.06.2024 which got successfully delivered on 17.06.2024. Despite availing four opportunities, respondent no.2 failed to file reply.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENTS

20. When the case was called up, no one appeared on behalf of complainants as well as respondents. However, later on Mr. Vishawjeet Kumar, counsel appeared on behalf of respondent no.1, 3 and 4 and requested to mark his presence. Perusal of file reveals that no vakalatnama is on record, therefore, his attendance cannot be marked.



G. ISSUE FOR ADJUDICATION

21. Whether the complainant is entitled to refund of the amount deposited by the complainant along with interest in terms of Section 18 of RERA, Act of 2016?

H. OBSERVATIONS AND DECISION OF THE AUTHORITY

22. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order, Authority observes that the complainant booked a flat in the real estate project, "Shree Vardhman Green Space" being developed by the promoter namely; Green Space Infraheights Pvt. Ltd and complainant was allotted flat no.0307, Tower A, 3rd floor admeasuring 511 sq.ft. in said project at sector-14, Panchkula Extension-II, District Panchkula, Haryana. The builder buyer agreement was executed between the parties on 11.01.2016. Complainant has paid a total of ₹21,85,183/- against the total sale price of ₹20,94,000/- .

23. As per clause 8 (a) of the agreement respondent no.1/developer was under an obligation to hand over possession to the complainant within 4 years from the date of approval of building plans or grant of environment clearance whichever is later. Relevant clause is reproduced as under :

"Clause 8 (a) "Subject to 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 instalment 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 four years from the date of approval of building plans or grant of environment clearance whichever is later (hereinafter referred to as the "Commencement Date")"

It came to the knowledge of the Authority while dealing with other cases against the same respondent namely; Green Space Infraheights Ltd. and as mentioned by the complainant in her pleadings, respondent no.1/ 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, deemed date of handing over of possession comes to 15.03.2020.

24. Period of 4 years is a reasonable time to complete development works in the project and handover possession to the allottee. The project of the respondent no.1/ developer is of an affordable group housing colony and allottees of such project are supposed to be mainly middle class or lower middle class persons. After paying her hand 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 no.1/ developer has failed to fulfill its obligations as promised to the complainant. Thus, complainant is at liberty to exercise his right to withdraw from the project on account of default on the part of respondent no.1/ developer to offer legally valid possession and seek refund of the paid amount along with interest as per section 18 of RERA Act.

25. 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 complainant wishes to withdraw from the project of the respondent, therefore, Authority finds it to be fit case for allowing refund in favour of complainant.

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

(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;

27. 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".

28. 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., 08.09.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.

29. From above discussion, it is amply proved on record that the respondent no.1/ developer has not fulfilled its obligations cast upon him under RERA Act, 2016 and the complainant is entitled for refund of deposited amount along with interest. Thus, respondent no.1/ developer will be liable to pay the interest from the dates the amounts were paid till the actual realization of the amount to the complainant. Authority directs respondent no.1/ developer to refund to the



complainant the paid amount of ₹21,85,183/- along with interest 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 10.85% (8.85% + 2.00%) from the date amounts were paid till the actual realization of the amount. Authority has got calculated the total amount along with interest calculated at the rate of 10.85% till the date of this order and total amount works out to ₹42,42,550/- as per detail given in the table below:

Sr.no	Principal amount	Date of payments	Interest accrued till 08.09.2025
1.	₹107935/-	17.05.2015	₹120895/-
2.	₹433458/-	10.09.2015	₹470560/-
3.	₹271238/-	09.03.2016	₹279861/-
4.	₹252262/-	07.09.2016	₹246634/-
5.	₹261750/-	09.03.2017	₹241671/-
6.	₹293160/-	07.09.2017	₹254811/-
7.	₹282690/-	05.03.2018	₹230669/-
8.	₹282690/-	10.10.2018	₹212266/-
	Total=₹21,85,183/-		₹20,57,367/-
Total amount to be refunded by respondent to complainant= ₹21,85,183/- + ₹20,57,367/- = ₹42,42,550/-			

30. Complainant has not sought any relief from the respondent no.2, therefore, no direction is passed against the respondent no.2.

31. Further, the complainant is seeking compensation on account of unfair trade practices, physical harassment, mental agony and



litigation cost. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt 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 for mental torture, agony, discomfort and undue hardship of litigation expenses.

32. Before parting with this order, it is apt to mention here that an allottee who has got relief under Section 31 read with Section 35 of RERA Act, 2016, is also entitled to get compensation, if otherwise meet legal requirements of Section 18(1), Section 71, Section 72 of RE(RD) 2016 read with Rule 28(2)(m) and Rule 29 of HRERA Rules, 2017. Thus, the present complainant may also elect to avail this legal remedy available. To apply for compensation, simple procedure/format "FORM CAO" (Rule 29(1)) is provided in the Act,



2016, itself.

I. DIRECTIONS OF THE AUTHORITY

33. 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 no.1/ developer is directed to refund the entire paid amount of ₹21,85,183.- with interest of ₹20,57,367/- to the complainant. It is further clarified that respondent no.1/ developer will remain liable to pay interest to the complainant till the actual realization of the amount.
- (ii) A period of 90 days is given to the respondent no.1/ developer to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which, legal consequences would follow.

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


.....
NADIM AKHTAR
[MEMBER]