



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1265 of 2024
Date of filing:	10.10.2024
First date of hearing:	18.11.2024
Date of decision:	17.11.2025

Puja Rani, D/o Sh. Prithvi Singh,
R/o Skardy Greens, Golf Links Society, 2D-710,
Pandav Nagar, Ghaziabad, Uttar Pradesh-201002.

.....COMPLAINANT

Versus

M/s Green Space Infraheights Pvt. Ltd.,
Through its Director/Authorized Representative,
Regd. Office 306, 3rd Floor Indra Prakash Building 21,
Barakhamba Road, Connought Place, New Delhi 110001.

.....RESPONDENT

Present: - Mr. Satish Sharma, counsel for the complainant.

Mr. Vishwajeet Kumar, counsel for the respondent, through VC.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint has been filed by the complainant on 10.10.2024 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

2. 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.	Flat No. allotted	808, Tower A, 8 th Floor
4.	Flat area (Carpet area)	478 sq.ft
5.	Date of allotment	26.08.2015
6.	Date of execution Builder Buyer Agreement	20.01.2016
7.	Due date of offer of possession	15.03.2020
8.	Possession clause in BBA dated 20.01.2016	<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</i>

		<i>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 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>
9.	Total sale consideration	₹19,62,000/-
10.	Amount paid by complainant	₹20,47,435/- (as per receipts)
11.	Offer of possession	Not given till date

B. FACTS OF THE COMPLAINT

3. 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 Green Space Infraheights Pvt. Ltd at Village Billah, Sector-14, Panchkula Extension-II, District, Panchkula, Haryana and complainant was allotted flat No.808, Tower no. A, 8th floor in the project, namely; "Shree Vardhman Green Space". A



copy of allotment letter dated 26.08.2015 is annexed as Annexure-A-3 at page no. 46 of complaint file.

4. That on 20.01.2016, a Builder Buyer Agreement (BBA) was executed between complainant and respondent for total sale price of ₹19,62,000/- and a copy of same is annexed as Annexure A-1. Complainant made total payment of ₹20,47,435/- against the total sale price. Copies of receipts are annexed as Annexure-A-2.
5. That as per clause 8 (a) of the Flat Buyer's Agreement, the respondent was liable to hand over the possession of the flat to the complainant within a period of four years which comes out to be 20.01.2020 but till date valid legal possession of flat is not given by the respondent. So despite lapse of 9 years the respondent has miserably failed to offer of possession. Thus, the prayer of refund is completely warranted in this case alongwith interest from date of payments.
6. That there is extra ordinary delay of almost 9 years considering date of allotment. Respondent could not complete project and has not been able to handover the possession of the flat till date. That respondent has failed to perform its obligations as per the agreed terms and conditions of the Builder Buyer Agreement. 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.



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

C. RELIEFS SOUGHT

8. Complainant sought following reliefs :

1. Complainant prays for full refund of the amount invested in the project so far along with interest as per stipulated RERA rules.
2. The complainant further prays that respondent should be given requisite penalty for the violation of RERA statute. Authority further may inspect all the documents, approvals and account books related to the project for discovering default of the respondent in this case.
3. The complainant further prays indulgence of this Hon'ble Authority in fair and transparent adjudication of this dispute, so as the entire payment could be returned to complainant along with interest from the date of payments.
4. That further an administrative enquiry may be marked to look into the aspect that why the project is still abandoned and not reached to completion. Accordingly, any penalty, if any, may also be imposed upon the respondent which will also bring in discipline to builder to finish projects on time. Also, liberty to claim compensation before appropriate forum may kindly be reserved without prejudice to other rights at later stage.



5. Any other relief, which this Authority may deem fit in the present circumstances may also be awarded to the complainant.

D. REPLY ON BEHALF OF RESPONDENT

9. In order dated 18.08.2025, Authority observed *".....that notice was served to the respondent on 21.10.2024. This is 3rd date of hearing and already a period of 301 days has passed but respondent failed to file reply despite imposition of cost. 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 opportunities and keeping in consideration the summary procedure, the Authority deems it appropriate to strike off the respondent defence and proceed to decide the present complaint ex-parte, as per record available on the file."



E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

10. 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.

F. ISSUE FOR ADJUDICATION

11. 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?

G. OBSERVATIONS AND DECISION OF THE AUTHORITY

12. The Authority has gone through contentions submitted by the complainant. 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.808, Tower A, 8th floor admeasuring 478 sq.ft. in said project at sector-14, Panchkula Extension-II, District Panchkula, Haryana vide allotment letter dated 26.08.2015. The builder buyer agreement was executed between the parties on 20.01.2016. Complainant has paid a total of ₹20,47,435/- against the total sale price of ₹19,62,000/-.



13. 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.

14. 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 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 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 her 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.

15. 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.

16. 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;

17. 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".

18. 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., 17.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.

19. 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 is entitled for refund of deposited amount along with interest. Thus, respondent 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 to refund to the complainant the paid amount of ₹20,47,435/- 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 as per detail given in the table below:

Sr.no	Principal amount	Date of payments	Interest accrued till 17.11.2025
1.	₹406134/-	04.09.2015	₹450072/-
2.	₹101131/-	31.05.2015	₹114958/-
3.	₹254140/-	12.03.2016	₹267281/-
4.	₹236360/-	03.09.2016	₹236286/-
5.	₹245250/-	27.02.2017	₹232269/-
6.	₹274680/-	07.09.2017	₹244464/-
7.	₹264870/-	20.02.2018	₹222664/-
8.	₹264870/-	27.09.2018	₹205420/-
	Total=₹20,47,435/-		₹19,73,414/-
Total amount to be refunded by respondent to complainant= ₹20,47,435/-+ ₹19,73,414/- = ₹40,20,849/-			

20. Reliefs under clause (ii), (iii) and (iv) were neither pressed upon nor argued during the course of hearing. Therefore, no observation is made regarding these reliefs.



21. Complainant is seeking compensation. 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.

H. DIRECTIONS OF THE AUTHORITY

22. 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 entire paid amount of ₹20,47,435/- with interest of ₹19,73,414/- to the complainant. It is further clarified that respondent 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.

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



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NADIM AKHTAR
[MEMBER]