



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	897 of 2024
Date of filing:	17.07.2024
First date of hearing:	09.09.2024
Date of decision:	13.10.2025

1. Mahipal Singh Bisht S/o Sh. Alam Singh
 2. Promila Bisht W/o Sh. Mahipal Singh Bisht
- Both R/o, House No 9, Retired Officers Colony,
Village Kansal, P.O. Naya Gaon, Distt. Mohali-160103

.....COMPLAINANTS

Versus

M/S Green Space Infraheights Pvt. Ltd.,
through its Managing Directors,
Regd. Office 306, 3rd Floor Indra Prakash Building 21,
Barakhamba Road, New Delhi 110001.

.....RESPONDENT

Present: None present for the complainants.

Mr. Vishwajeet Kumar, Counsel for respondent through VC.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint has been filed by the complainants on 17.07.2024 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.	RERA registered/not registered	Registered (lapsed project)
4.	Flat No. allotted	709, Tower E, 7 th Floor
5.	Flat area (Carpet area)	323 sq.ft
6.	Date of allotment	29.02.2016
7.	Date of execution Builder Buyer Agreement	01.04.2016
8.	Due date of offer of possession	15.03.2020
9.	Possession clause in BBA dated 01.04.2016	"Clause 8 (a) "Subject to force majeure circumstances, intervention of statutory

		<i>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 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.	Basic Sale Price	₹13,40,500/-
11.	Amount paid by complainant	₹12,22,285/- (as per receipts)
12.	Offer of possession	Not given till date

B. FACTS OF THE COMPLAINT

3. Case of the complainant is that complainants 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 by submitting an application and paid an amount of ₹69,455/- towards 5% cost of the



aforesaid flat. True copy of acknowledgment receipt is annexed as Annexure C-1.

4. That on 23.02.2016 complainants received an email from the respondent company for invitation to the “ Draw of lots” being held for allotment of unit in affordable group housing project. True copy of email dated 23.02.2016 is annexed as Annexure C-2.
5. That on 29.02.2016, complainants were allotted flat No.709, Tower no. E, 7th floor having carpet area of 323 sq.ft in the project, namely; “Shree Vardhman Green Space” for basic sale price of ₹13,40,500/- .
6. That on 01.04.2016, a Builder Buyer Agreement (BBA) was executed between complainants and the respondent. A copy of same is annexed as Annexure C-3. Complainants made the payment of ₹12,22,285/- against the total sale price. Copies of receipts are annexed as Annexure-C-5(colly).
7. 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 complainants within a period of four years from the date of approval of building plans or grant of environment clearance, whichever is later. Vide letter dated 18.10.2016, the respondent communicated that they had already received approvals from the concerned department, assured that the construction of all the towers at site are in full swing and the project will be delivered with all the amenities on or before



the committed period. Copy of the letter dated 18.10.2016 is annexed as Annexure C-4. However, till date respondent failed to handover the possession of the unit.

8. 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.
9. That the respondent has opted unfair trade practices and is liable for deficiency in services by duping the homebuyers. The money deposited by the complainant has been misappropriated and the respondent are guilty of siphoning of funds.
10. That as per the agreement timely performance by the buyer is essence of the contract whereas the agreement does not mention timely possession is also essence of the contract. Also the entire clause is loaded against the buyers and is heavily biased and in the favour of the respondent company.
11. That after due date of possession, complainants contacted the respondent on many occasions and requested for handing over the peaceful possession of the unit without any further delay but respondent has not offered the possession of the unit rather the respondent threatened the complainants with dire consequences.
12. Complainants are now seeking refund of the paid amount alongwith interest as per Section 18 of the RERA Act of 2016.



C. RELIEFS SOUGHT

13. Complainants sought following reliefs :

1. That the respondent be directed to refund the amount deposited by the complainant along with 18% interest.
2. That the liberty be granted to the complainants to approach the Adjudicating Officer for compensation.
3. Grant any other relief which this Hon'ble Authority may deem fit.

D. REPLY ON BEHALF OF RESPONDENT

14. Vide order dated 04.08.2025, "Authority observes that notice was served to the respondent on 27.07.2024. This is 4th date of hearing and already a period of almost 373 days has passed but respondent failed to file reply. 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

15. Today, no one has put in appearance on behalf of complainants.

Counsel for the respondent stated that he wants to file application regarding ascertainment of deemed date of possession as complainants has nowhere mentioned that how deemed date of possession is ascertained by them. Authority rejected the request of the counsel for the respondent as defence of the respondent is already struck off.

F. ISSUE FOR ADJUDICATION

16. Whether the complainants are entitled to take refund of the amount deposited by the complainants along with interest in terms of Section 18 of RERA, Act of 2016?

G. OBSERVATIONS AND DECISION OF THE AUTHORITY

17. The Authority has gone through rival contentions. In light of the background of the matter as captured in this order, Authority observes that the complainants booked a flat in the real estate project, “Shree Vardhman Green Space” being developed by the promoter namely; Green Space Infraheights Pvt. Ltd and complainants were allotted flat no.709, Tower E, 7th floor admeasuring 323 sq.ft. in said project at



sector-14, Panchkula Extension-II, District Panchkula, Haryana. Builder buyer agreement was executed between the parties on 01.04.2016. Complainants have paid a total of ₹12,22,285/- against the basic sale price of ₹13,40,500/- .

18. As per clause 8 (a) of the agreement respondent 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. that the 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.

19. 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 their hard earned money, legitimate expectations of the complainants 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 complainants. Thus, complainants are 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.

20. 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 to be fit case for allowing refund in favour of complainant.

21. The definition of term ‘interest’ is defined under Section 2(z) 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;

22.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".

23.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., 13.10.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e., 10.85%.



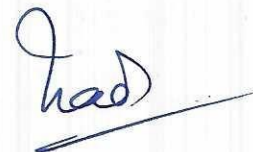
24. From above discussion, it is amply proved on record that the respondent has not fulfilled its obligations cast upon him under RERA Act, 2016 and the complainants are entitled for refund of deposited amount along with interest. Thus, respondent will be liable to pay the interest from the dates the amounts were paid till the actual realization of the amount to the complainants. Authority directs respondent to refund to the complainants the paid amount of ₹12,22,285/- 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 ₹23,48,106/- as per detail given in the table below:

Sr.no	Principal amount	Date of payments	Interest accrued till 13.10.2025
1.	₹69,455/-	05.02.2016	₹73067/-
2.	₹1,77,819/-	15.03.2016	₹185005/-
3.	₹1,00,000/-	15.03.2016	₹104041/-
4.	₹73,844/-	15.09.2016	₹72789/-
5.	₹84,000/-	15.09.2016	₹82800/-
6.	₹85,000/-	14.03.2107	₹79238/-
7.	₹82,562/-	14.03.2017	₹76965/-



8.	₹1,17,670/-	16.09.2017	₹103187/-
9.	₹70,000/-	13.10.2017	₹60822/-
10.	₹1,00,000/-	16.03.2018	₹82311/-
11.	₹80,968/-	16.03.2018	₹66646/-
12.	₹1,00,000/-	18.09.2018	₹76782/-
13.	₹80,967/-	18.09.2018	₹62168/-
	Total= ₹12,22,285/-		Total= ₹11,25,821/-
Total amount to be refunded by respondent to complainants = ₹12,22,285/- + ₹11,25,821/- = ₹23,48,106/-			

25. Further, the complainants are 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

26. 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 ₹12,22,285/- with interest of ₹11,25,821/- to the complainants as mentioned in para 24 of the order. 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 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.

27. **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]