



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	671 of 2024
Date of filing:	13.05.2024
First date of hearing:	30.07.2024
Date of decision:	28.10.2025

Nirmal W/o Pala Ram,
R/o House no. 161, Sector 8 Part II,
Karnal, Haryana-132001

....COMPLAINANT

Versus

Ultratech Township Developers Private Limited
Sector 32, Adjoining Hotel Noor Mahal,
Karnal, Haryana-132001

.....RESPONDENT

Present: - Adv. Satish Mishra, Ld. Counsel for the Complainant.
None for the Respondent.

ORDER (DR. GEETA RATHEE SINGH - MEMBER)

1. Present complaint was filed on 13.05.2024 by complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short 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 fulfill 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, details of 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.	The Royal Residency II, Sector 32, Karnal
2.	Nature of the project.	Ultratech Township Developers Private Limited
3.	RERA Registered/not registered	Registered vide Registration no. 248 of 2017
4.	Details of the unit.	Unit no. 101, Tower-5, 1st Floor (Later shifted to Unit no. 506, Tower-5, 5th Floor)



5.	Date of booking of original unit	12.11.2022
6.	Date of allotment of New/present unit	03.05.2023
7.	Date of builder buyer agreement	Not available
8.	Due date of possession	Not available
10.	Total/ Basic sale consideration (NEW)	₹69,52,695/-
11.	Amount paid by complainant	₹20,63,148/-
12.	Offer of possession.	None

B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT

3. The complainant in the captioned complaint had booked a unit bearing no. 101, Tower-5, measuring area of 1600 sq. ft. in respondent's project, namely "The Royal Residency II", situated at Sector 32, Karnal for a total sale price of ₹ 82,52,543/- in the year 2022.
4. At the time of booking complainant was promised that the area of the terrace of the allotted unit would be 491 sq. ft. However, the actual area of the unit allotted to the complainant worked out to 268 sq. ft. Due to the difference in the area of the terrace, the complainant wished to withdraw from the project. The complainant vide letter dated 18.03.2023 requested the respondent to cancel the unit and refund the total paid amount.



However, later on, both parties mutually agreed to shift the unit of the complainant from T5-101 to Unit bearing No.506, Tower T-5, 5th Floor for a total sale consideration of ₹69,52,695/- vide allotment letter dated 03.05.2023. The amount paid by the complainant in lieu of the old unit was adjusted towards payment in respect of the freshly allotted unit i.e T5-506.

5. Thereafter, in the year 2024, the complainant came to know that the respondent has left the project in lurch and abandoned the construction of the project altogether. In view of the total abandonment, the complainant stopped making future payments and requested the respondent to return the amount already deposited in lieu of the booked unit.
6. The complainant has made a total payment of ₹ 20,63,148/- to the respondent till date, however, the respondent has failed to refund the amount paid by the complainant. Hence, the complainant has filed present complaint seeking refund of paid amount along with interest.

C. RELIEF SOUGHT

7. In view of the facts mentioned above, the complainants pray for the following reliefs):-
 - i. The complainant prays for refund of the entire amount paid to the respondent along with interest till the date of its actual realization.
 - ii. The complainant further pray for indulgence of this Hon'ble



forum/Authority in settlement of accounts with respondent, if any pending, in every possible manner since more than 10% amount stands paid without any execution of BBA.

- iii. Direction to respondent to not levy any illegal charges on complainant during the pendency of case on any account, be it of delay interest, penalty, and forfeiture charges as may be reflected in respondent's account statement, yet to be supplied during the case.
- iv. Also since the RERA license of builder has also lapsed along with other necessary permissions, heavy penalty may kindly be imposed on respondent for stalling the project midway and still not returning the money to complainant.
- v. Any other relief, which this authority may deem fit in the present circumstances may also be awarded to the complainant in the interest of justice as per RERA.

8. During the course of arguments, Id. counsel for complainant reiterated the submissions as made in the complaint filed which are not being reproduced for brevity.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

9. Notice was served to the respondent on 15.05.2024 which was successfully delivered on 16.05.2024. Thereafter, the captioned case was listed for hearing on 12.11.2024, 01.04.2025 and 20.05.2025 respectively. However, none



appeared on behalf of the respondent. Even today, none is present on behalf of the respondent. 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 complainants and the respondent, submit their pleadings in a time-bound manner.

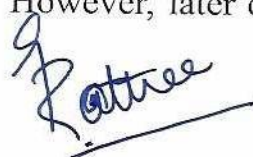
10. In light of the respondent's repeated non-compliance despite availing numerous opportunities and keeping in consideration the summary procedure, the Authority deems it appropriate to strike off the respondent's defence and proceed to decide the present complaint ex-parte, as per record available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

E. ISSUES FOR ADJUDICATION

11. Whether the complainant is entitled for refund of the amount deposited by them along with interest in terms of Section 18 of RERA Act of 2016?

F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

12. Factual matrix of the captioned complaint reveals that the complainant had booked a unit bearing no. 101, Tower T-5, 5th Floor, measuring area 1600 sq. ft. in respondent project namely "The Royal Residency II", Sector 32, Karnal for a total sale consideration of ₹ 82,52,543/-. However, later on the unit of


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the complainant got shifted from T5-101 to Unit bearing No.506, Tower T-5, 5th Floor for a total sale consideration of ₹69,52,695/- vide allotment letter dated 03.05.2023. The amount paid by the complainant in lieu of the previous unit was adjusted in the fresh unit and thus the complainant has paid a total amount of ₹ 20,63,148/- to the respondent till date. It is the submission of the complainant that the respondent has abandoned the project altogether and there is no scope of respondent completing the project in foreseeable future. Hence, the present complaint seeking refund of paid amount along with interest.

13. Despite taking a huge amount of ₹ 20,63,148/- from the complainant, the respondent had failed to execute a builder buyer agreement in respect of the booked unit to crystallise the liabilities of both the parties. In the absence of builder buyer agreement it cannot be rightly ascertained as to when the possession of the unit was due to be given to the complainant.

14. As per the information available with the Authority, the captioned project was registered with the Authority vide registration no. 248 of 2017 dated 26.09.2017. As per information received from the project section of the Authority, the construction of the project has not been completed by the respondent and the project in question is a stalled project. The respondent is not in a position to complete the construction of the project and deliver possession of the booked unit to the complainant. After paying her hard earned money, legitimate expectations of the complainant would be that

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possession of the unit will be delivered within a reasonable period of time. However, respondents has failed to fulfill its obligations as promised to the complainant and abandoned the project all together. At present there is no possibility in foreseeable future that the respondent will be able to complete the construction of the project and deliver possession. Despite availing multiple opportunities the respondent has failed to appear before the Authority and show otherwise to gain some trust. The complainant cannot be asked to wait endlessly for delivery of possession in the face of uncertainty and dereliction of duty on the part of the respondent. Thus, the 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(S). 6745 6749 OF 2021 has observed that in case of delay in granting possession as per agreement for sale, the allottee has an unqualified right to seek refund of amounts paid to the promoter along with interest. 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.”

16. 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, the Authority finds it to be a case fit for allowing refund in favour of the complainant. So, the Authority hereby concludes that complainant is entitled to receive a refund of the paid amount along with interest as per Rule 15 of HRERA Rules 2017 on account of failure on part of the respondent. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. 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;

Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

“Rule 15: *“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 (NCLR) 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”

17. Hence, Authority directs respondent to refund to the complainant the paid amount 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.

18. Authority has got calculated the interest on total paid amount from date of payments till date of order(i.e 28.10.2025) and same is depicted in the table below:

Sr. No.	Principal Amount (in ₹)	Date of Payment	Interest Accrued till date of order i.e 28.10.2025 (in ₹)
1.	8,25,260/-	15.11.2022	2,64,697/-
2.	12,37,888/-	04.01.2023	3,78,646/-
Total: 20,63,148/-			6,43,343/-
Total payable to complainant(20,63,148/- + 6,43,343/-) : 27,06,491/-			

G. DIRECTIONS OF THE AUTHORITY

19. Hence, the Authority hereby passes this order and issues 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:

- Respondent is directed to refund the entire amounts along with interest of @ 10.85% ₹ 27,06,491/- to the complainant as specified in para 18 of this order. Interest shall be paid up till the time period under section 2(z a) i.e till actual realization of 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.
20. **Disposed of.** File be consigned to record room after uploading on the website of the Authority.


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DR. GEETA RATHEE SINGH
[MEMBER]