



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## COMPLAINT NO. 1161 OF 2021

Manoj Kumar Jain

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**CORAM:**

**Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing:** 05.08.2022

**Hearing:**

4<sup>th</sup>

**Present: -**

Mr. Ramesh Malik, learned counsel for the complainant through video conference

Ms. Apurva, learned counsel for the respondent through video conference

### **ORDER (RAJAN GUPTA - CHAIRMAN)**

1. This complaint has been filed seeking possession of the plot bearing no. B-3255 admeasuring 419.73 sq. yards booked by complainant in

in the year 2005 in project named 'Parsvnath City, Sonepat' being developed by respondent. Complainant has paid a sum of ₹33,43,320/- against basic sale price of ₹25,60,200/-. Complainant has annexed copy of customer ledger dated 02.03.2013 as Annexure C-3 to prove payments made by him. Plot buyer agreement was executed between the parties on 25.07.2017. Complainant has annexed copy of agreement as Annexure C-2.

2. Learned counsel for the complainant argued that the respondent has received substantial amount from the complainant and has failed to hand over the possession of the plot till date. He further stated in the Court today that decision already taken by the Authority in bunch of cases with lead case **complaint case no. 865 of 2020 titled Deepak Gupta versus M/s Parsvnath Developers Ltd.** squarely covers the controversy involved in the above-mentioned complaint. Hence, this complaint be disposed of in the same manner.

3. Reply has not been filed. However, learned counsel for the respondent conceded that the case may be disposed of in terms of complaint case no. 865 of 2020.

4. In view of above and after going through the record, Authority is satisfied that issues and controversies involved in present complaint are of similar nature as bunch of cases with lead case complaint no. 865 of 2020 titled as Deepak Gupta versus M/s Parsvnath Developers Ltd. Therefore, captioned complaint is disposed of in terms of the orders passed by the



Authority in **Complaint no. 865 of 2020**. Accordingly, complaint is allowed and the respondent is directed pay the complainant upfront delay interest on the amount already paid by him from deemed date of possession till the date of this order and also future interest for every month of delay occurring thereafter till the handing over of possession, at the rate prescribed in Rule 15 of the HRERA Rules, 2017 i.e. SBI MCLR+2% which as on date works out to be 9.80% (7.80%+2.00%).

5. It is pertinent to mention that time for delivery of possession had not been stipulated in the builder buyer agreement. This Authority has been consistently observing in earlier decided cases where no timeline has been prescribed in builder buyer agreement that deemed date of possession shall be reckoned as three years from the date on which Builder Buyer Agreement was executed. Thus calculated, deemed date of possession in the present complaint will be 24.07.2020 (three years from 25.07.2017).

6. Authority has got admissible delay interest calculated from its Account branch. The interest is calculated on the amounts paid by the complainant minus External Development Charges (EDC) and Internal Development Charges (IDC). The amount of EDC/IDC, is collected by the promoter for payment to the department/authorities entitled to receive it for carrying their statutory obligations. If a builder does not pass on this amount to the concerned departments, then interest becomes payable to the department or authority concerned and the defaulting builder in such



eventuality will himself be liable to bear the burden of interest. A builder is, therefore, not liable to pay delay interest to the allottee on the amount which has been collected for passing over to other department/authorities concerned. The details of amounts paid by the complainant and delay interest calculated on said amounts is shown in the following table: -

Amount paid by complainant towards basic cost excluding EDC/ISC	Basic Sale Price	Upfront interest by Authority from 24.07.2020 till 05.08.2022	delay calculated from till	Further monthly interest
₹21,76,170/-	₹25,60,200/-	₹4,34,125/-		₹18,113/-

7. Respondent is accordingly directed to pay upfront amount as shown in above table within 90 days of uploading of this order on the website of the Authority. Respondent's liability for paying monthly interest as shown in above table will commence w.e.f. 06.09.2022 and it shall be paid on monthly basis till valid offer of possession is made to complainants.

8. In above terms, case is **disposed of**. File be consigned to record room and order be uploaded on the website of the Authority.

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 RAJAN GUPTA  
 [CHAIRMAN]

.....  
 DILBAG SINGH SIHAG  
 [MEMBER]