



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of decision: 29.03.2023

Sr. No.	Complaint No.	Complainant
1.	1397 of 2021	Mrs. Lajwanti Vashisht, W/o Sh. Suresh Kumar, Age around 57 years, R/o House no. 995, ward no. 34, Vijay Nagar near Jhajjar Chungi, Rohtak, 124001
2.	1399 of 2021	Rajesh Kumar S/o Smay Singh, Age around 42 years, House no. 1068, VPO Bohar, District Rohtak, 124001
3.	1402 of 2021	Roshan Lal Sharma S/o Ramchander Kaushik, Age around 62 years, R/o VPO Dubaldhan Pana Kirman (136), Tehsil Beri, Jhajjar, Haryana, 124202
4.	1403 of 2021	Arun Nandal S/o Ajit Singh, Age around 42 years, VPO Jatwara (192), Jhajjar, Haryana, 124109
5.	438 of 2022	Deepak Parashar S/o Ramesh Chander Parashar, Age around 48 years, R/o House no. A-215, Sector 34, Suncity, Rohatk, 124001
6.	606 of 2022	Vijay Sanghi W/o Anil Sanghi, Age around 67 years, R/o Sanghi Nursing Home, Civil Road, Chotu Ram Chowk, Rohtak, 124001

VERSUS

Parsvnath Developers Ltd. through its Chairman,
Corporate office address: 6th floor, Arunachal Building, 19, Barakhamba
Road, new Delhi – 110001, Regd. Office: Parsvnath Towers,
Near Shahdara Metro Station, Shahdara, Delhi - 110032

....RESPONDENT(S)

CORAM: **Nadim Akhtar** **Member**
 Dilbag Singh Sihag **Member**

Present: - Mr. Sushil K. Malhotra, counsel for complainants
 through video conference (in all complaints)

 Ms. Rupali S. Verma, counsel for the respondent (in all
 complaints)

ORDER (Dr. GEETA RATHEE SINGH - MEMBER)

1. Present complaints have been filed by complainants 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.
2. Captioned complaints are taken up together as facts and grievances of both the complaints are identical and relate to the same project of the respondent, i.e., "Parsvnath City, Rohtak". The fulcrum of the issue involved in all these cases pertains to failure on part of respondent promoter to deliver timely possession of units in question. Therefore, Authority by passing this common order shall dispose of all the 6



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captioned complaints. Complaint No. 1397 of 2021 titled Lajwanti Vashisht versus Parsvnath Developers Ltd. has been taken as lead case for disposal of all matters.

A. UNIT AND PROJECT RELATED DETAILS

3. The particulars of the units booked by complainant, the details of sale consideration, the amount paid by the complainant and details of project are detailed in following table:

(i) Complaint no. 1397 of 2021

S.No.	Particulars	Details
1.	Name of the project	Present and Future projects; Location: Parsvnath City, Rohtak
2.	Name of promoter	Parsvnath Developers Ltd.
3.	Project registered/unregistered	Unregistered
4.	DTP license no.	36 of 2010 dated 07.05.2010
5.	Date of booking by complainant	15.10.2009
6.	Unit area	240 sq. yards
7.	Date of builder buyer agreement	Not executed
8.	Basic sale price	₹15,75,000/-
9.	Amount paid by complainant	₹80,000/- + ₹7,20,000/-
10.	Deemed date of possession	March 2014
11.	Offer of possession	Not made

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B. FACTS OF THE COMPLAINT NO. 1397 OF 2021

4. Facts of complainant's case are that in the month of October 2009, complainant was approached by some real estate agent associated with respondent company to purchase a plot. It was claimed at the time of booking that the respondent being honest developer had completed several real estate projects across the country and they one of most respected name in real estate industry. They further claimed that respondent had all the requisite permission for this residential project which had been launched under the name and style of Parsvnath Rohtak Township.
5. Complainant and her husband Lt. Col Suresh Kumar have joint account in PNB BANK Kathmandi Rohtak. Complainant's husband retired from Indian Army in the year 2008 and got retirement benefits in the year 2009. In 2009, believing the assurance of respondent, complainant purchased the unit after paying ₹7,20,000/- for this unit to real estate agent, taken by him for this particular unit and ₹80,000/- to the respondent company. Copy of booking receipt dated 15.10.2009 for an amount of ₹80,000/- is annexed as Annexure C-2.
6. At the time of booking, assurance was given to complainant that possession will be given to her shortly with advice to arrange amount to be paid at the time of possession. Respondent at the time of booking assured that complainant will get possession by 2014.



7. It has been submitted that the rate at which the plot was purchased were at ₹2250/- per sq. yard for no profit no loss (NPNL) plot of 240 sq. yards. That as per information shared by the real estate agent with complainant, company is accepting 3000/- sq. yard from buyers to match the actual cost of this plot. NPNL no profit no loss structure is only an eye wash and there is no such scheme in actual practice.
8. It has been averred that complainant had already paid the booking amount and she is ready to pay the balance sale consideration, if any. The respondent was obliged to pass on to complainant, the title of possession of booked plot on payment of remaining sale consideration. However, complainant was not issued the offer of possession of any plot nor any builder buyer agreement was executed between the parties.
9. That the complainant was regularly visiting Parsvnath Shahdara Office along with payment for possession of her unit but was returned only with the assurance by the company. Minutes of the meeting are attached as Annexure C-4.
10. Complainant is moving from pillar to post and post to pillar for the possession of plot. Complainant represented to Ld. Deputy Commissioner, Rohtak for kind intervention. Minutes of the meeting conducted under the able leadership of Ld. Deputy Commissioner, Rohtak is also attached as Annexure C-5.


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11. It has been submitted that complainant has been associated with project since 2009 and is the bona-fide buyer, end user having only objective to construct her dream home and regularly requesting the Respondent to give her the possession of plot for which complainant is ready to pay amount to developers with in no time.
12. That the respondent cannot retract at this stage from their commitments whereas the complainant waited for 12 years and showed complete belief on respondent. The conduct on the part of respondent regarding delay in delivery of possession of the said plot has clearly manifested that respondent never ever had any intention to deliver the said plot on time as agreed. All the promises made by the respondent at the time of sale of involved plot were false. The respondent had made all those false, fake, wrongful and fraudulent promises just to induce the complainant to buy the said plot on the basis of its false and frivolous promises, which the respondent never intended to fulfill. Respondent in its advertisement falsely claimed delivery of possession of March 2014 and resorted to all kind of unfair trade practices while transacting with the complainant but possession of the plot has not been offered till date. Hence, present complaint has been filed.

C. RELIEF SOUGHT

13. The complainant in her complaint has sought following reliefs:



- (i) Hon'ble Authority may kindly be pleased to pass an order or direction to respondent to issue offer of possession of a 240 sq. yard plot to complainant on the receipt of balance sale consideration amount, if any.
- (ii) Pass an order to direct the respondent to pay interest at the rate 18% on account of delay in offering possession on the paid-up amount from the date of booking till the date of delivery of possession.
- (iii) Award the cost of this complaint in favors of the complainant. Cost of filing of this complaint is ₹50,000/-.
- (iv) Authority may pass any order in favors of complainant in the interest of justice looking into facts and circumstances of case with in four corners of pleadings.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed detailed reply on 07.02.2022 pleading therein:-

14. The present complaint is not maintainable before this Hon'ble Authority for the reason that the Complainant is not an allottee of the respondent company.
15. There is no 'Agreement to Sell' between the parties and therefore, relief sought under section 18 of the RERA, Act, 2016 is not maintainable before this Hon'ble Authority.


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16. That, there is no contravention of the Real Estate (Regulation and Development) Act, 2016 on behalf of the respondent, hence the present complaint is not maintainable.
17. The present complaint is barred by limitation.
18. On 15.10.2009, complainant expressed her interest in the booking of a plot in new/upcoming of the upcoming project of the respondent and paid ₹80,000/- towards the registration.
19. That, neither location nor site of the project was confirmed at time of registration, therefore, the complainant while filling the application form gave an undertaking that in case no allotment is made, and they shall accept the refund. The relevant clause of the application form is mentioned here under:-

“(f) Though the company shall try to make an allotment but in case it fails to do so for any reason whatsoever, no claim of any nature, monetary or otherwise would be raised by me/us except that the advance money paid by me/us shall be refunded to me/us with 10% simple interest per annum.”

A copy of the application form dated 15.10.2009 signed by the complainant is annexed with reply as Annexure R-1.

20. Clause F of the application form clearly stated that while proceeding ahead with the purchase, the complainant had clearly understood that no property has been allotted to her and she had further given the

undertaking that in case no allotment is possible, she would accept refund with simple interest at the rate of 10% per annum.

21. It is a matter of record that the respondent had not demanded any amount from the complainant, which establishes the fact that there was no project and the registration was mere an expression of interest towards the future project respondent.
22. The complainant has paid an amount of ₹80,000/- till date to the respondent company. The transaction with the real estate agent has no relevancy as the complainant has failed to make the said person party to the present case. A copy of the latest ledger is annexed as Annexure R-2.
23. The complainant has misdirected herself in filing the above captioned complaint before this Hon'ble Authority as complainant does not even fall within the realm of jurisdiction of this Authority as there is neither any allotment nor any agreement to sale which can be adjudicated by this Authority.
24. In view of the submissions made hereinabove it is submitted that no cause of action has arisen in favour of the complainant to file the present complaint. Further, the complaint is barred by limitation and deserves and outright dismissal on this ground alone.
25. The respondent has prayed that the complaint may kindly be dismissed in view of above said submissions.


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E. REJOINDER FILED BY COMPLAINANT

Learned counsel for the complainant has filed rejoinder on 28.10.2022, pleading therein:

26. Complainant's claims for possession of plot at Rohtak were never questioned by the company. Prolonged considered silence of company regarding location/ allotment of plots prominently raised in his several representations to M.D., Parsvnath Developers Ltd., tantamount to acceptance of its location at Rohtak.
27. All the receipts bearing RT as prefixes to the receipt no. were allotted plots at Rohtak confirming likewise for present complaint also.
28. That the citation of the phrased "present & future" project for "Parsvnath City, Rohtak" approved vide license. no.36 of 2010 dated 07.05.2010 for Rohtak only automatically included in its ambit complainant's earlier booking dated 15.10.2009.
29. That the application form was signed at temporary camp office of Company, Bohar, Rohtak, cheque of local banks at Rohtak were transacted, sale and purchase agreement between parties were executed at Rohtak, all correspondences from/to respondent company were addressed at Rohtak. The respondent company never disputed/questioned/denied in any remote manner complainant's claim for allotment in its project at Rohtak site/despite several pending representations.



30. Respondent company obtained approval of its present & future (P&F) project titled "Parsvnath City, Rohtak", Sec-33 & 33A, Rohtak vide licence no.36 of 2010 dated 07.05.2010 after the expiry of 6 months' time-limit of booking RT000579 and continued its revision process through a decade until 2022 much beyond 25 times stipulated period of 6 months of advance booking vide receipt No. RT000579 dated 15.10.2009.
31. That the above omission & commissions by the office eluded timely refund of advance money before or at endorsement by the company. Hence, refund is now time-barred. Complainant categorically submitted in her prayer that she need plot for her residential use for which she is ready to pay the balance sale consideration amount.
32. There is failure of the respondent/company to perform its first part of possession or denial of possession till date. That the respondent company never denied the availability of plot to trigger timely withdrawal of fund through 2 months' notice by the complainant. Respondent Company could have rightly exercised its option of refunding the advance money along with interest on or before complete allotment but now the refund is time barred after the six months of the registration date.

33. It has been submitted that respondent has failed regarding mandatory advertisement of allotment through public notice as per policy submitted by company before DTCP for approval of license and also in application no 83 of 2018 submitted before HRERA Authority for registration of project under RERA ACT, 2016. Respondent company has also failed to individually intimate the date, time and venue of possession to the bookies, to allot or give possession on "first come first basis" as universally accepted principle, to disclose the details of names, no. and date of receipt despite several pleadings by the complainant, to declare updated list of availability/allotment of plot till date.
34. Respondent company has failed to try its every nerve towards allotment in obligated and duty bound manner under the term "shall" of clause (d) of application form ignoring the legitimate claims of complainant for allotment of plot.
35. Respondent collected money from the complainant 7 months in advance to the approval of its present & future (P&F) project named "Parsvnath City Rohtak". Besides the company, had concealed the list of allottees with crucial date of allotment, procedure of allotment to earn illegal premium at the cost of genuine aspirants of allotments. It is revealing that out of 700 allottees complainant's booking no. RT000579 dated 15.10.2009 shall have safely secured the entitlements


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instead at least 238 (34%) juniors to complainant were allotted plots through unfair means to earn hefty premium.

36. The complainant has also placed her reliance on the order of this authority in complaint no 779 of 2020 titled "Bhim Singh Pawar Versus Parsvnath Developers Ltd." decided on 03.12.2021 and attached as Annexure C -1 with the rejoinder.
37. The complainant has also attached and placed her reliance on the affidavit submitted on behalf of respondents submitted in complaint no. 779 of 2020 and attached as Annexure C-2. Complainant has also attached the relevant document of project section for this particular project submitted under project ID No. 83 OF 2018 attached as Annexure C-3.
38. It has been submitted that facts of this case are exactly similar to the facts of complaint no. 779 of 2020 and required to be decided on same terms and condition and process laid down in that complaint.
39. It has been prayed that complainant's prayer for allotment of unit in Rohtak Project be allowed as she is ready to pay the balance sale consideration within no time.

**F. ARGUMENTS OF LEARNED COUNSEL FOR
COMPLAINANT AND RESPONDENT**

40. Learned counsel for both the parties reiterated their arguments as were submitted in writing. Learned counsel for the complainant argued that

respondent has illegally kept the money of the complainant for such a long period of more than 13 years and had failed to allot any plot to the complainant. He further argued that complainant never denied making further payments for the booked plot but respondent neither issued allotment letter or possession of the plot nor made any communication in this regard. He argued that facts of present case are similar to complaint case no. 779 of 2020 titled "Bhim Singh Pawar Versus Parsvnath Developers Ltd." Therefore, he requested that complainant be disposed if in terms of complaint case no. 779 of 2020 and complainant be given possession of the plot along with interest for delay caused in handing over the possession.

Learned counsel for the respondent argued that complainant had booked the plot in future projects of respondent and no project was specified in the application form. Secondly, no formal allotment was ever made in favour of the complainant or even promised to her, there is no agreement to sell between the parties, meaning thereby she is not an allottee of the project. Thirdly, possession of plots have already been offered to the allottees and respondent now does not have any plot to be offered to the complainant. Fourthly, claim of the complainant is barred by limitation. Fifthly, present case is not similar to complainant case no. 779 of 2020 titled Bhim Singh Pawar Versus Parsvnath Developers Ltd., as in complaint no. 779 of 2020 unit no. of

complainant along with name of project was mentioned in one of the documents annexed with complaint. However, in present case receipts annexed with complaint shows that booking was made in 'present and future project' and no proof has been placed on record depicting the name of the project or unit of the complainant. Further, an appeal against order dated 03.12.2021 is pending adjudication before Hon'ble Appellate Tribunal and is listed for hearing on 31.03.2023. So, she argued that present case may not be disposed of in terms of complaint case no. 779 of 2020. She further argued that in absence of any agreement to sell, complainant is bound by the terms of application form and shall accept refund of the deposited amount with interest and respondent is ready to refund the amount along with interest.

G. ISSUES FOR ADJUDICATION

41. Whether the complainant is entitled to relief of possession of plot booked by her along with interest for delay in handing over the possession in terms of Section 18 of Act of 2016

H. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

42. On perusal of record and after hearing both the parties, Authority observes that the respondent has taken a stand that present complaint is not maintainable for the reason that complainant is not "an allottee" of the respondent company as there is no agreement to sell between the parties. Before adjudicating upon said issue, it is important to refer



to the definition of allottee as provided in Section 2(d) of the Act. Said provision is reproduced below for reference:

“Section 2(d): Allottee: in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.”

On bare perusal of the definition of “allottee”, it is clear that the transferee of an apartment, plot or building is an allottee. The mode of transfer may include issuance of booking receipts, issuance of allotment letter, exchange of development rights etc. Upon careful perusal of documents on record, it is revealed that complainant had paid a sum of ₹80,000/- for purchasing a plot measuring 240 sq. yards in next project of respondent for which receipt dated 15.10.2009 has been annexed as Annexure C-2. It has also been claimed by complainant that a sum of ₹7,20,000/- has been paid to real estate agent of respondent. However, respondent failed to allot any plot to her or to even execute a builder buyer agreement.

43. Respondent in its reply has contended that there is no “agreement to sell” between the parties and therefore relief sought under Section 18 of RERA Act is not maintainable. If argument of respondent is accepted that there was no “agreement to sell” between the parties, it


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would imply that respondent, who is into the business of real estate development had accepted payment of ₹80,000/- and issued receipt to the complainant for 'nothing in return', which is impossible and hard to believe. Mere fact that an allotment letter specifying a particular unit no. was not issued to complainant or a builder buyer agreement was not signed by the complainant does not mean that she was not an allottee of the respondent. Once respondent has accepted the application form and received payment from complainant for purchase of a unit in his project and has agreed to sell the plot as per price mentioned in application form, it was its duty to allot her a specific unit no. and execute a builder buyer agreement within a reasonable time. Failure on its part to do so will not affect the rights of applicant as an allottee.

Even an application form which specifies the details of unit such as area of the plot, price and concession in price etc, booked by complainant will be treated as agreement for selling the property. The definition of "agreement for sale" as provided in Section 2(c) means an agreement entered into between the promoter and the allottee. The definition is not restricted to execution of a builder buyer agreement. Accepting the payment towards a unit in present and future project shows there was a meeting of minds on the point that the promoter will give possession in any present or future project developed by


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respondent. Furthermore, there is nothing on record to show that the allotment will be by way of any draw, first come first serve basis, or by any other mode and the complainant was denied allotment of a specific unit after following that process. Documents available on record, clearly shows that complainant booked a plot in respondent's present and future project and respondent had agreed for 'sale of a plot'. Accordingly, the complainant is very much an "allottee" for the unit in project of respondent and is covered within the definition of allottee as provided under Section 2(d) of the RERA Act of 2016. Hence, objection of respondent that complaint is not maintainable as complainant is not an allottee stands rejected.

44. It has been argued by learned counsel for the respondent that in the present cases, neither location of the project nor plot numbers have been mentioned, which were allotted to the complainants. However, perusal of customer ledger annexed as Annexure R-2 of reply in complaint no. 1397 of 2021 reveals that property no. 595 was allotted to the complainant. Further, in complaint no. 438 of 2022, a receipt dated 20.06.2012 has been annexed as Annexure C-5 at page 22 of complaint which reveals that allotment was made to the complainant for plot bearing no. 851 at respondent's project namely 'Parsvnath City, Rohtak'. Hence, said argument of respondent is not accepted.



45. Further, another objection raised by respondent is that complaint is barred by limitation. In this regard it is observed that since, the promoter has till date failed to fulfil his obligations to hand over the plot of 240 sq. yards in its project, the cause of action is re-occurring and the ground that complaint is barred by limitation stands rejected.
46. As per clauses (a) and (f) of application form annexed as R-1 with reply, it was agreed between the parties that respondent shall allot a residential plot to applicant within a period of 6 months and in case he fails to do so for any reason whatsoever, advance money paid by applicant shall be refunded to her with 10% interest per annum.

Relevant clauses (a) an (f) reads as under:

“(a) That you offer/me us a residential plot which you may promote in the near future within a period of 6 months.”

“(f) Though the company shall try to make an allotment but in case it fails to do so for any reason whatsoever, no claim of any nature, monetary or otherwise would be raised by me/us except that the advance money paid by me/us shall be refunded to me/us with 10% simple interest per annum.”

The respondent in terms of above clause (f) undertook that he "shall try to make the allotment", and therefore it is to be adjudged whether or not a sincere effort was made for allotment of a plot to the complainant.

47. The complainant has placed on record the affidavit submitted by respondent in complaint no. 779 of 2020 as Annexure C-2 of rejoinder

submitted on 28.10.2022. Said affidavit contains two Annexures i.e Annexure A and Annexure B. The Annexure A contains the names of all those persons who had booked units with the respondent on payment of registration amounts in the manner similar to the one adopted by the complainant. The name of complainant Lajwanti Vashisht appears at serial number 335 on page 9 of list Annexure A. The list Annexure B contains the names of the persons to whom respondent had allotted plots in his project named 'Parsvnath City, Rohtak'. Significant to notice is that several persons who had booked plots on paying amount equal to one paid by complainant, had booked plots subsequent to the date on which complainant had submitted her application along with booking amount, have been allotted plots but no allotment was made to the complainant.

48. Respondent has not furnished any reasonable explanation as to what kind of market practice was adopted for carrying out allotment process, on which date such process was carried out and why money collected from the complainant was not refunded if he was unsuccessful in the allotment process. No valid and logical criteria was adopted for allotment. Rather, the respondent has made allotment in a whimsical, unfair, arbitrary and discriminatory manner. As a result, the complainant had been discriminated vis-a-vis the persons against whom he had a superior right for allotment because he had

booked plots and deposited money with the respondent earlier in point of time.

49. The aforesaid being the situation, the Authority has no hesitation to conclude that the respondent has made no sincere efforts on his part to allot plot to the complainant at the time when plots were available and were being allotted to the persons over whom he has a superior right of allotment.
50. So, the respondent merely on the strength of earlier referred clause (f) of the application form, can not defeat the claim of the complainant for allotment of a plot and delivering possession in his project 'Parsvnath City Rohtak'. As a corollary to such conclusion, the complainant is held entitled to have a direction against the respondent for allotment and possession of a plot in his project named 'Parsvnath City, Rohtak' on payment of balance sale consideration plus all such statutory charges as have been charged from the other allottees of the Parsvnath City, Rohtak project. Further, complainant will also be entitled to interest for delay caused in handing over the possession.
51. Complainant is seeking interest for delay in handing over the possession at the rate 18% p.a. but complainant will be entitled to delay interest on account of delay in delivery of possession from deemed date of possession till handing over of possession by respondent as per Section 18 of Act i.e after a period of three years

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from the date of deposit of the amount which is a reasonable period for completion of the contract, till the handing over the possession. Section 18 provides that interest shall be awarded at such rate as may be prescribed. Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest which is as under:

“Rule 15: Interest payable by promoter and Allottee. [Section 19] - An allottee shall be compensated by the promoter for loss or damage sustained due to incorrect or false statement in the notice, advertisement, prospectus or brochure in the terms of section 12. In case, allottee wishes to withdraw from the project due to discontinuance of promoter's business as developers on account of suspension or revocation of the registration or any other reason(s) in terms of clause (b) sub-section (1) of Section 18 or the promoter fails to give possession of the apartment/ plot in accordance with terms and conditions of agreement for sale in terms of sub-section (4) of section 19. The promoter shall return the entire amount with interest as well as the compensation payable. The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus two percent. In case, the allottee fails to pay to the promoter as per agreed terms and conditions, then in such case, the allottee shall also be liable to pay in terms of sub-section (7) of section 19:

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.”

52. The legislature in its wisdom in the subordinate legislation under the provisions of Rule 15 of the Rules, has determined the prescribed rate

of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

53. 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 of this order i.e. 29.03.2023 is 8.70%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.70%
54. Complainant in his complaint has claimed that a sum of ₹80,000/- has been paid to respondent and a sum of ₹7,20,000/- has been paid to real estate agent. Since, it could not be proved that real estate agent was authorised representative of respondent company, the payment to him cannot be presumed as payment made to respondent company. Learned counsel for the complainant agreed that the payments admitted by respondent in all cases may be taken as final for the purpose of calculations in present case.
55. Complainant is also seeking litigation charges for filing present complaint. 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 complainant is advised to approach the Adjudicating Officer for seeking the relief of damages and compensation.

56. The unit area booked by complainants in the captioned bunch of cases, amounts paid by them dates of payments, basic sale price of plots are being mentioned hereunder for reference:

S.No.	Complaint No.	Unit area	Amount paid by complainants	Date of payment	Basic Sale Price
1.	1397 of 2021	240 sq. yards	₹80,000/-	15.10.2009	₹5,40,000/- (@₹2,250/- per sq.yd)
2.	1399 of 2021	350 sq. yards	₹2,85,000/-	25.09.2009	₹18,37,500/- (@₹5,250/- per sq.yd)
3.	1402 of 2021	240 sq. yards	₹81,000/-	09.12.2009	₹5,40,000/- (@₹2,250/- per sq.yd)
4.	1403 of 2021	240 sq. yards	₹81,000/-	15.01.2010	₹5,40,000/- (@₹2,250/- per sq.yd)
			₹14,400	20.06.2012	
5.	438 of 2022	240 sq. yards	₹81,000/-	21.11.2009	₹5,40,000/- (@₹2,250/- per sq.yd)
			₹24,000/-	06.03.2013	
6.	606 of 2022	240 sq. yards	₹81,000/-	08.12.2009	₹5,40,000/- (@₹2,250/- per sq.yd)

56. It is pertinent to mention here that complainant in complaint no. 1399 of 2021 has claimed that a plot admeasuring 402 sq. yards was booked by him at the rate ₹5,350/- per sq. yards. Respondent on the other

hand has placed on record the application form of complainant as Annexure R-1 and customer ledger dated 21.01.2022 as Annexure R-4 which reveals that a plot measuring 350 sq. yards at the rate ₹5,250/- was booked by complainant. Since complainant has not placed on record any proof that 402 sq. yards plot was booked by him, Authority relies on documents placed on record by respondent and observes that the complainant had booked a plot measuring 350 sq. yards at the rate 5,250/- per sq. yard.

I. DIRECTIONS OF THE AUTHORITY

57. Hence, the Authority hereby passes this common order in all six captioned complaints and issues following directions under Section 37 of the Act:

- (i) Respondent is directed to deliver valid possession of plots to the complainants in his project named 'Parsvnath City, Rohtak' on payment of balance sale consideration of plus all such statutory charges as have been charged from the other allottees of the Parsvnath City Project.
- (ii) Respondent is also directed to pay the complainants interest i.e. at the SBI highest marginal cost of lending rate (MCLR) +2% i.e. 10.70% after a period of three years from the date of deposit of the amount which is a



reasonable period for completion of the contract, till the handing over the possession.

- (iii) 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.

58. **Disposed of.** Files be consigned to record room after uploading order on the website of the Authority.



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NADIM AKHTAR
[MEMBER]



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Dr. GEETA RATHEE SINGH
[MEMBER]