



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	750 of 2023
Date of filing:	24.03.2023
Date of first hearing:	17.05.2023
Date of decision:	29.04.2024

Dhoop Singh Deswal, S/o Late Sh. Sukhlal and
Babita Deswal W/o Dhoop Singh Deswal
Both R/o Villa no. 1152, Block-E, Sector-18,
Omaxe City, Sonapat, Haryana

....COMPLAINANTS

VERSUS

M/s Parsvnath Developers Ltd through its Managing Director
Office: Parsvnath Metro Tower, Near Shahdara Metro Station,
Shahdara, Delhi- 110032

....RESPONDENT

CORAM: **Nadim Akhtar** **Member**
 Chander Shekhar **Member**

Present: - Mr. Naveen Sheokand, learned counsel for the
 complainants through video conference.

Ms. Rupali S. Verma, learned counsel for the respondent
through video conference.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint has been filed on 24.03.2023 by the 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.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the unit booked by complainants, sale consideration, the amount paid by the complainants and details of project are detailed in following table:

S.No.	Particulars	Details
1.	Name of the project	Parsvnath City, Sonapat
2.	Date of application (by original allottees)	20.02.2005
3.	Plot no, and area	B-3119, Block B, 502 sq. yds.
4.	Date of allotment	22.09.2009
5.	Date of Plot Buyer Agreement	04.01.2010 (with second allottee)



6.	Basic sale price	₹ 25,85,300/-
7.	Amount paid by the complainants	₹ 33,64,655/-
8.	Offer of possession	Not given.
9.	Date of endorsement in favour of the present complainants	25.03.2019

B. FACTS OF THE CASE AS STATED IN THE COMPLAINT

3. The complainants have made the following submissions in their complaint as under:

(i) That on 20.02.2005 original allottee Mr. Arun Jain applied for advance registration in the plot of the respondent's project "Parsvnath City" Sonipat by paying an amount of Rs 6,43,750/-. Copy of application form is annexed as Annexure C-1. Thereafter, purchasing rights of the said plot were transferred in favour of Ms/ Magnum International Ltd (second allottee) on 11.06.2007. In furtherance of it, residential plot bearing no. B-3119 having an area of 419.73 sq. mtrs.. was allotted in the respondent's project namely; "Parsvnath City" Sonipat by way of executing the plot buyer agreement between the respondent and second allottee on 04.01.2010. Allotment rights of plot in question were purchased by the complainants on 25.03.2019. Copy of endorsement letter is attached as Annexure C-3.

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- (ii) That as per the plot buyer agreement the total sales price of the plot was Rs. 25,85,300/- against which an amount of Rs. 33,64,655/- stands paid by the complainants and their predecessor. Copies of receipt is annexed as Annexure C-4.
- (iii) That the complainants had filed a consumer complaint bearing no. CC/66/2020 which was dismissed as withdrawn vide order dated 09.12.2022 with the liberty to the complainants to approach any other Authority. That the complainants were assured by the respondent to give the possession of the plot within 12 months but all assurances went in vain. Respondent has failed to deliver the possession as promised to the complainants
- (iv) That the respondent has not received any completion certificate from the competent department, i.e., Town and Country Planning Department, Haryana till date. There is an apprehension in mind of the complainants that respondent has not disclosed all the facts and the situation, with the intention of deceiving and defrauding the complainants and other co-owners of plots in its project.
- (v) That for the first time cause of action for the present complaint arose in 2019 when the sale agreement containing unfair and unreasonable terms was forced upon the allottees. Cause of action further arose in March, 2020 when the time of possession got elapsed and same is still continuing and will continue to subsist till such time



as respondent is directed by this Authority by passing necessary orders.

(vi) That complainants have approached the respondent several times but respondent failed to do the needful. The complainants does not intend to withdraw from the project. Promoter has not fulfilled its obligation therefore as per obligations on the promoter under section 12, 11(4) and 19(3), therefore the promoter was obligated to give possession of the plot alongwith compensation for delay in possession. Hence present complaint has been filed.

C. RELIEFS SOUGHT

4. The complainants in their complaint have sought following reliefs:
- (i) To give compensation for delay in possession of the paid money alongwith prescribed interest from the date of delay till date of possession (as per Section 11(4), 12, 18 and 19(3) of the RERA Act,2016.
 - (ii) To get compensation of Rs 10,00,000/- for mental agony, harassment, discomfort and undue hardship.
 - (iii) To get the litigation cost of Rs 1,00,000/-.
 - (iv) The complainants are entitled to get an order in his favour to refrain the respondent from giving effect to unfair clauses unilaterally incorporated in the sale agreement.



- (v) The complainant is entitled to any other relief to which they are found entitled by this Hon'ble Authority.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

5. Learned counsel for the respondent filed detailed reply on 15.09.2023 and contested the complaint on the following grounds:-

- (i) That the present complaint is not maintainable before this Hon'ble Authority, as this Hon'ble Authority does not have the jurisdiction to entertain the present complaint.
- (ii) That the Complainant, before this Hon'ble Authority, had made a speculative investment in the project of the respondent-company, wherein Complainants invested knowingly and willingly.
- (iii) That without prejudice, the present Complaint is barred by limitation and this Hon'ble Court does not have jurisdiction to entertain a time barred claim. Moreover, in absence of any pleadings regarding condonation of delay, this Hon'ble Court could not have entertained the Complaint in the present form. In recent judgment by the Hon'ble Supreme Court in the case of **Surjeet Singh Sahni vs, State of U.P. and others**, 2022 SCC online SC 249, the Honble Apex Court has been pleased to observe that mere representations does not extend the period of limitation and the aggrieved person has to approach the court expeditiously and within reasonable time. In the



present case the complainant is guilty of delay and latches, therefore, his claim should be dismissed.

(iv) That the provisions of Real Estate (Regulation and Development) Act, 2016 cannot be applied retrospectively.

(v) That without prejudice, since the project is not being developed due to unavoidable circumstances, the prayer of possession is not tenable and without prejudice, it is submitted that only plausible submission is refund in terms of Section 18 of the Real Estate (Regulation and Development) Act, 2016 alongwith the interest from the date of endorsement in favour of the Complainants and after the due date of possession.

(vi) That, initially, Mr. Arun Jain had applied on 19.02.2005 for advance towards registration of a plot in new projects of the respondent company wherein the location and project's name was not defined. Later on plot buyer agreement was executed with second allottee-M/s Magnum International Ltd and a plot bearing no. B-3119, having area admeasuring 419.73 sq. mtrs.. tentatively was allotted in the township "Parsvnath City at Sonapat" provisionally. That the Basic Selling Price of said plot was fixed at Rs. 25,83,300/- excluding other compulsory charges with respect to said plot.

(vii) That on 25.03.2019, said plot was transferred to the complainants in pursuance of joint request of both parties, i.e., original



allottee and complainants after necessary formalities in the records of respondent company.

(viii) That the complainants had purchased said plot from open or secondary market even knowing the possession status of said plot & development of the project.

(ix) That the brief facts as regards to the project are that on 10.07.2010, respondent company applied LOI for the land admeasuring 51 acres. However, the same was rejected by the Competent Authority (DTCP) vide letter dated 19.02.2013.

(x) That pursuant to that on 19.09.2019, one of the associate company of the respondent company applied for license for the land admeasuring 25.344 acres falling under in the revenue Village Rajpura, Sector 10 & 11, District- Sonapat, Haryana to develop a residential plotted colony.

(xi) That the inability of the respondent company to develop the project is primarily the encroachments by the local farmers on the part of Project land for which they have already been paid the sale consideration. That despite all sincere efforts to get the Project land vacated, the local farmers have failed to agree and rather they are coercing the respondent company to agree to their unreasonable demands.



(xii) That further, with effect from 11.01.2022, Government of Haryana has taken a policy decision that where the outstanding dues against the statutory dues in the nature of EDC etc. are more than 20 Crore, fresh licence should not be issued to the landowner/ developer/ its associate companies etc. till the clearance of all the outstanding EDC. Hence despite making all sincere steps, the respondent company is not able to get the LOI of the said Project Land.

(xiii) That it is further submitted that an application has been submitted for grant of licence for 25 acres through Generous Builders Private Limited, which was rejected by this Hon'ble Authority.

(xiv) That despite all the efforts made by the respondent company towards the completion of the said Project as well as for getting the LOI, the Project could not be regularized and this has caused the abandoning of the project. Relief of possession in these circumstances is not applicable in the present case as the respondent company is not developing the project and under no provision of law the respondent-company can be asked to develop and deliver the project which has otherwise become impossible and hence, unviable. That without prejudice, for the reasons beyond the control of the respondent company, it could not developed the land in question and it is ready and willing to refund the amount received from the Complainants in



terms of Clause 5 (b) of the Buyer's Agreement applicable from the date of endorsement.

(xv) That without prejudice, it is further submitted that even in case the right of the Complainants to seek delayed possession interest/ interest has to be allowed, same can be reckoned only from the date of endorsement in favour of complainants and not from the dates of respective deposits, which is a settled position of law.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENT

6. During oral arguments, learned counsel for the complainants reiterated the submissions as stated in the complaint. He argued that the decision already taken by the Authority in bunch of cases with lead **complaint case no. 865 of 2020, titled Deepak Gupta versus Parsvnath Developers Ltd.** squarely covers the controversy involved in the above-mentioned complaint. Therefore, he requested that this complaint be disposed of in same terms by allowing possession alongwith delay interest.
7. On the other hand, learned counsel for the respondent argued that facts of the present complaint are not similar to complaint case no. 865 of 2020. Thus present case may not be disposed of in same terms, as at the time of passing of final order in complaint case no. 865 of 2020, respondent was in the process of getting LOI for the project, however



situation is not the same today. Respondent is not able to receive LOI for the project and is not in a position to offer the possession of the booked plot. She stated that none of the allottees have been given possession by respondent in the project in question. She stated that in a situation where respondent is unable to develop the project and offer possession to the allottees, the only relief admissible is refund with interest. Therefore, she requested that refund be allowed instead of awarding possession with delay interest. She also argued that in case possession is being awarded, deemed date of possession be reckoned from the date of endorsement in favor of the complainants and delay interest be awarded accordingly as the complainants are subsequent allottees who stepped into shoes of the original allottee in 2019.

F. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

8. Authority has heard arguments of both the parties and perused the documents available on record. After going through the submissions made by both the parties, Authority observes as under:-

(i) That on 19.02.2005, original allottee Mr. Arun Jain applied for advance registration of a plot in the respondent's project "Parsvnath City" Sonipat. Said plot was later on transferred in the name of second allottee-M/s Magnum International Ltd on 11.06.2007. Meanwhile, plot buyer agreement for a residential plot bearing no. B-3119 having area of 419.73 sq. mtrs. in the respondent's project



namely; "Parsvnath City" Sonipat was executed between the respondent and second allottee on 04.01.2010. As per the plot buyer agreement the basic sales price of the plot was Rs. 25,85,300/-. On perusal of the ledger account annexed with the reply as Annexure R-2, on page 2, it is revealed that an amount of Rs. 33,64,655/- stands paid against the plot by the complainants. No offer of possession has been made to complainants till date and complainants are interested in having possession of plot in question. In view of these facts, complainants in exercise of their rights u/s 18(1) are seeking relief of possession of the plot along with interest on delay in handing over possession. It is pertinent to mention here that in relief sought complainants have mentioned '*compensation for delay in possession of the paid money alongwith prescribed interest from the date of delay till date of possession as per Section 11(4), 12,18 and 19(3) of RERA Act,2016.* Herein the word used is 'compensation' but when the relief is being read with pleadings of complainants, then it is revealed that complainants herein are seeking possession alongwith delay interest in terms of Section 18. However, said plea is not clearly reflected in reliefs sought. In this regard, it is observed that for the fault of counsel, the complainants should not suffer.

(ii) Per contra, the respondent has raised an objection regarding maintainability of the complaint on the ground that Authority does not



have jurisdiction to decide the complaint. In this regard it is stated that Authority has territorial as well as subject matter jurisdiction to adjudicate the present complaint.

E.1 Territorial Jurisdiction

As per notification no. 1/92/2017/ITCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Panchkula shall be entire Haryana except Gurugram District for all purpose with offices situated in Panchkula. In the present case the project in question is situated within the planning area Sonipat district. Therefore, this Authority has complete territorial jurisdiction to deal with the present complaint.

E.2 Subject Matter Jurisdiction

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale
Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)
Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees or the common areas to the association of allottees or the competent authority, as the case may be;



Section 34-Functions of the Authority

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

So, in view of the provisions of the Act of 2016 quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by learned Adjudicating Officer if pursued by the complainant at a later stage.

(iii) Respondent has also taken objection that complaint is grossly barred by limitation. In this regard Authority places reliance upon the judgement of Apex court Civil Appeal no. 4367 of 2004 titled as **M.P Steel Corporation v/s Commissioner of Central Excise** where it has been held that Indian Limitation Act deals with applicability to courts and not tribunals. Further, RERA Act is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the Limitation Act, 1963 would not be applicable to the proceedings under the Real Estate Regulation and Development Act, 2016 as the Authority set up under that Act being quasi-judicial and not a Court. The promoter has till date failed to fulfil its obligations because of which the cause of action is re-occurring.



(iv) Another objection taken by the respondent is that the provisions of RERA Act, 2016 cannot be applied retrospectively. In order to adjudicate this issue, reference can be made to the case titled **M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc. (supra)**, wherein the Hon Apex Court has held as under:-

“41. The clear and unambiguous language of the statute is retroactive in operation and by applying purposive interpretation rule of statutory construction, only one result is possible, i.e., the legislature consciously enacted a retroactive statute to ensure sale of plot, apartment or building, real estate project is done in an efficient and transparent manner so that the interest of consumers in the real estate sector is protected by all means and Sections 13, 18(1) and 19(4) are all beneficial provisions for safeguarding the pecuniary interest of the consumers/allottees. In the given circumstances, if the Act is held prospective then the adjudicatory mechanism under Section 31 would not be available to any of the allottee for an ongoing project. Thus, it negates the contention of the promoters regarding the contractual terms having an overriding effect over the retrospective applicability of the Act, even on facts of this case.”

In view of the aforementioned judgement, it is now settled that provisions of the Act are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the Rules applicable to the acts or transactions, which are in the process of the completion though the contract/ agreement might have been entered



into before the Act and the Rules became applicable. Hence, this objection raised by the respondent is negated.

(v) The respondent has taken a stand that the complainants are speculative buyers who have invested in the project for monetary returns and taking undue advantage of RERA Act 2016 as a weapon during the present downside conditions of the real estate market and therefore not entitled to the protection of the Act of 2016. In this regard, Authority observes that "any aggrieved person" can file a complaint against a promoter if the promoter contravenes the provisions of the RERA Act, 2016 or the rules or regulations. In the present case, the complainants are aggrieved person who has filed a complaint under Section 31 of the RERA Act, 2016 against the promoter for violation/contravention of the provisions of the RERA Act, 2016 and the Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term allottee under the RERA Act of 2016, reproduced below: -

Section 2(d) of the RERA Act:

(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;



In view of the above-mentioned definition of "allottee" as well as upon careful perusal of builder buyer agreement dated 04.01.2010, it is clear that complainants are an "allottee" as unit bearing no. B-3119, Block B in the real estate project "Parsvnath City", Sonipat was allotted to them by the respondent promoter. The concept/definition of investor is not provided or referred to in the RERA Act, 2016. As per the definitions provided under section 2 of the RERA Act, 2016, there will be "promoter" and "allottee" and there cannot be any other party having a status of an investor. Further, the definition of "allottee" as provided under RERA Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in **appeal no. 0006000000010557 titled as M/s Srushti Sangam Developers Ltd. Vs Sarvapriya Leasing (P)Ltd. And Anr.** had also held that the concept of investors is not defined or referred to in the Act. Thus, the contention of promoter that allottees being investor are not entitled to protection of this Act also stands rejected.

(vi) Now there remains no doubt regarding the fact that the complaint is well within ambit of RERA Act, 2016 and the Authority has complete jurisdiction to adjudicate the same. Now there remains two fold issues for adjudication.



- (i) Whether complainants are entitled to possession of the plot along with interest on delay in handing over possession?
- (ii) From which date complainants, who are subsequent allottees, shall be entitled to interest on delayed possession?

9. With respect to the issue whether the complainants are entitled to possession of the plot along with interest on delay in handing over possession, as admitted the plot buyer agreement for plot no. B-3119 having area 419.73 sq. mtrs. was signed on 04.01.2010 inter se the second allottee and the respondent. The plot buyer agreement did not provide for a specific date for handing over of possession. In such cases where the exact date for handing over possession cannot be ascertained, 3 years time has been held as reasonable time by the **Hon'ble Apex Court in in 2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr.** Accordingly, the respondent was to handover the possession of the plot by 04.01.2013. However, respondent had failed to handover the possession of the plot till 2019. The original allottee/second allottee instead of waiting endlessly for possession of the plot, sold the plot to the complainants and complainants accepted the same along with all rights and liabilities attached to the plot. The respondent acknowledged the transfer and endorsed the name of the complainants on the same plot buyer agreement on 25.03.2019, meaning thereby that the respondent acknowledged the complainants as its allottee on the same terms and the



complainants had stepped into the shoes of the original allottee/second allottee with effect from 25.03.2019. The respondent has taken a plea that at the time of purchasing the plot the complainants were well aware of the fact that even after a period of almost 10 years from booking, possession of the plot had not been handed over to the original allottee as well to second allottee, despite the same they took the risk of purchasing a plot, thus now the complainants should not press upon the relief of possession, rather relief of refund is more plausible. Any person who purchases a property/plot in a project for which plot buyer agreement is executed with the respondent, crystallizing terms and conditions of allotment, under no circumstances be expected to presume that such plot shall never be handed over, especially when in the present case, clause 5(b) of the plot buyer agreement states that in case the promoter is not able to deliver the plot due to any reason, the promoter may offer another plot in the colony or vicinity. Here, the fact that the respondent endorsed the name of the complainants on the plot buyer agreement (executed with second allottee) on 25.03.2019, re-affirmed the fact that the respondent even in year 2019 had agreed to giving possession of the plot to the complainants. Thus, there remains no doubt that the complainants are entitled to relief of possession with interest under Section 18 of the RERA Act, 2016.

10. With respect to the issue that from which date complainants who are subsequent allottees, shall be entitled to interest on delayed possession,



respondent has argued that the rights have been endorsed in favor of the complainants on 25.03.2019 so legal obligations, if any, starts from the date of endorsement in their favor and not from the due date of possession. In the present case as observed in para 9 that in absence of a specific date of possession, three year from signing of plot buyer agreement i.e, 04.01.2013 shall be the deemed date of possession. The complainants who are subsequent allottees stepped into the shoes of the original allottee/second allottee on 25.03.2019. As per section 2(d) of RERA Act, 2016, Act does not distinct between an original allottee and subsequent allottee. Further, Section 18 of the RERA Act provides that if the promoter fails to complete or is unable to give possession of an apartment, plot or building, in accordance with agreement for sale and where allottee does not intend to withdraw from the project, he shall be paid by the promoter interest for every month of delay till handing over of possession. As per this provision there are two ingredients that are required , one, promoter fails to give possession as per agreement and secondly allottee does not wish to withdraw from the project. The provision does not provide for different dates for original allottee and subsequent allottee. What is important to see is that plot has not been handed over as per agreement for sale or not? Here, the promoter failed to handover possession as per agreement for sale. Thus on the day of transfer/endorsement the right of delay interest had accrued in favour of the



original allottee, the complainants shall be entitled to same and all such rights and liabilities as accrued in favour of the original allottee.

11. The complainants have argued that facts of his case are similar to complaint case no. 865 of 2020 titled as Deepak Gupta vs Parsvnath developers Ltd. Authority has referred to complaint case no. 865 of 2020, on perusal of the same, it was revealed that respondent neither had license to develop the project nor even LoI was obtained by him for the same. In that eventuality, since complainants were not interested to withdraw from the project and wanted to continue with the project, respondent was directed to pay the complainants upfront interest on the amount paid by him from deemed date of possession along till date of the order and also future interest for every month of delay occurring thereafter till the handing over of possession of the plot. Further respondent was prohibited from alienating the land of the project in question for any purposes except for completion of the project.

12. In the present complaint also the complainants wishes to continue in the project and in their complaint, they have prayed for directions to the respondent to hand over the possession of the plot no. 3119, Block B, 419.73 sq. mtrs in Parsvnath City along with interest on the amount paid from the date of payment till the date of possession of plot as per HRERA Rule 15. It is further observed that though the learned counsel for respondent has orally



argued that the respondent has not received the LoI for the project and is not in a position to develop the same and offer possession of the booked plot to the complainants, however no document issued by competent authority has been placed on record or relied upon by the respondent to prove that it has surrendered/abandoned the project. Reference is also made to para 3 of the letter dated 19.02.2013 written by DTCP, Haryana to the respondent (annexure R-4 of the reply). Relevant part of said letter is being reproduced.

“Since, you did not attend the personal hearings on two occasions, therefore, it can be concluded that you are making lame excuse as the application for renewal of original license is yet to be filed and license for an additional area can be considered only if the main license is valid. It is, therefore regretted that the grant of license for an additional area measuring 51.50 acres is hereby refused due to the reason mentioned above”

Perusal of this para shows that respondent had no intention of honouring his obligations and complainants cannot be made to suffer because of the repeated and deliberate defaults on the part of the respondent. Therefore, the complainants U/s 18(1) of the RERA Act is entitled to the relief of interest on account of delayed possession.

13. Upon careful examination of plot buyer agreement executed between the parties on 04.01.2010, it has been revealed that terms and wordings of said plot buyer agreement are exactly the same as of builder buyer agreement



executed between the parties on 08.10.2012 in complaint case no. "865 of 2020 titled as Deepak Gupta versus M/s Parsvnath Developers Ltd." Moreover, the complainant in complaint case no. 865 of 2020 was allotted plot bearing no. B- 3305, Block B, Parsvnath City, Sonapat and complainants in present case have been allotted plot bearing no. B 3119, Block B, Parvsnath City, Sonapat. Meaning thereby, the booking of plots made by complainants in both the complaints were made in "B Block" of same project, i.e, Parsvnath City, Sonapat. So, it is observed that the factual matrix of present case is similar to bunch of cases with lead case except the fact that in the present complaint, complainants herein are subsequent allottees. Accordingly, Authority is satisfied that issues and controversies involved in present complaint are of similar nature as complaint case no. 865 of 2020. Therefore, captioned complaint is disposed of in terms of the orders passed by the Authority in **Complaint no. 865 of 2020 titled as Deepak Gupta versus Parsvnath Developers Ltd.**

14. Accordingly, complainants in the present case are also entitled to upfront interest on the amount paid by him from deemed date of possession till today along with 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 10.85% (8.85%+2%).



15. Authority has got delay interest calculated from its account branch in terms of the observations made by Hon'ble Haryana Real Estate Appellate Tribunal vide its order dated 10.01.2023 in appeal no. 619 of 2021 titled as Parminder Singh Sohal versus BPTP Ltd. The details of amounts paid by the complainants and delay interest calculated on amount are shown in the following table: -

Amount paid by complainants	Deemed date of possession or date of payment	Upfront delay interest calculated by Authority till 29.04.2024	Further monthly interest
₹33,64,655/-	04.01.2013	₹41,34,737/-	₹30,005/-

16. The complainants are seeking compensation on account of mental agony, undue hardship and harassment. 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 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 litigation expenses.

(xiii) With respect to relief no. iv mentioned in para 4 of this order, the same is neither part of the pleadings nor was argued/pressed by Id. Counsel for the complainants, thus the same is not allowed.

H. DIRECTIONS OF THE AUTHORITY

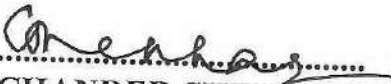
17. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:-

- (i) Respondent is directed to pay the upfront amount of ₹ 41,34,737/- to the complainants. Respondent's liability for paying monthly interest of ₹30,005/- as shown in the above table will commence w.e.f. 29.05.2024 and it shall be paid on monthly basis till valid offer of possession is made to the complainants.
- (ii) Respondent is directed to get the conveyance deed executed in favour of complainants after payment of stamp duty charges within 90 days of offering a valid possession supported with occupation certificate.
- (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 followed against you.

18. Disposed of in view of above terms. File be consigned to the record room after uploading of the order on the website of the Authority.


.....
CHANDER SHEKHAR
[MEMBER]


.....
NADIM AKHTAR
[MEMBER]