



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

<b>Complaint no.:</b>	<b>2391 of 2022</b>
<b>Date of filing:</b>	<b>06.09.2022</b>
<b>Date of first hearing:</b>	<b>17.01.2023</b>
<b>Date of decision:</b>	<b>20.12.2023</b>

Kuldip Singh,  
S/o Sh. Hardit Singh,  
R/o House no. 43, North Avenue Road,  
West Punjabi Bagh,  
New Delhi- 110026

...COMPLAINANT

VERSUS

Parsvnath Developers Ltd.  
Office: Parsvnath Metro Tower, Near Shahdara Metro Station,  
Shahdara, Delhi- 110032

...RESPONDENT(S)

**CORAM:**           **Dr. Geeta Rathee Singh**                   **Member**  
                          **Nadim Akhtar**                                 **Member**

**Present: -**         Mr. Vivek Sethi, counsel for the complainant through  
                          video conference.  
  
                          Ms.Rupali Verma, counsel for the respondent through  
                          video conference.

**ORDER (DR. GEETA RATHEE SINGH - MEMBER)**

1. Present complaint dated 06.09.2022 has been filed 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 unit booked by complainant, the details of sale consideration, the amount paid by the complainant and details of project are detailed in following table:-

S.No.	Particulars	Details
1.	Name of the project	"Present and Future projects"; Location: Parsvnath City, Sonapat, 500 sq. yds.
2.	Date of application by original applicant	07.09.2004
3.	Date of endorsement in favour of complainant	17.04.2006
4.	Date of allotment	Not made
5.	Date of builder buyer agreement	Not executed



6.	Total sale consideration	Not mentioned
7.	Amount paid by complainant	₹9,25,050/-
8.	Due date of possession	Cannot be ascertained
9.	Offer of possession	Not offered

**B. FACTS OF THE COMPLAINT**

3. Facts of complainant's case are that on 08.09.2004, original applicant Mr. Naveen Kumar booked a plot in a township named 'Parsvnath City', under 'Present and Future Scheme' launched by respondent company at Sonapat, Haryana by paying booking amount of ₹ 2,75,000/-. Original applicant thereafter made payment of ₹6,25,000/- to respondent on 23.12.2005. Meaning thereby a sum of ₹9,25,050/- was paid by original applicant by the year 2005. Copies of payment receipts have been annexed as Annexure C-2 and C-3. Thereafter, original allottee sold the booking rights in the plot to the present complainant and endorsement was done in his favour was made on 17.04.2006. Copy of endorsement letter has been annexed as C-4 with the complaint.
4. That complainant on numerous occasions approached the office of the respondent company for actual physical possession of the plot but was not given possession. Conduct of non- delivery of plot by the respondent even after lapse of more than 18 years from the date of

*had*

booking suggests that there is no intent on part of the respondent to handover/allot the plot to the complainant.

5. Complainant has physically inspected the site and it has come to his knowledge that there is no scope of handing over possession of residential plot in question as on the project site the development of the area is very limited. It has also come to knowledge of complainant that requisite approvals from the authorities have also not been received by respondent. It has been alleged by complainant that the construction of the project is still pending and development of the project is at halt and project is far from completion.
6. That the Hon'ble Authority while dealing with similar issue qua similarly placed complainants has passed the order dated 11.03.2020 in complaint no. 723 of 2019 titled as Nishant Bansal vs Parsvnath Developers Ltd. qua the same project in question whereby direction has been issued to respondent developer to allot and deliver the possession of booked plots to the complainants on payment of balance sale consideration.
7. No offer of possession has been made despite lapse of more than 18 years from the date of booking. Hence, present complaint has been filed by the complainant.

**C. RELIEF SOUGHT**

8. The complainant in his complaint has sought following reliefs:



- (i) To direct the respondent to allot residential plot in Parsvnath City, Sonipat, Haryana.
- (ii) To direct the respondent to pay interest on delayed possession for more than 18 years as per Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 since 30.05.2015 to the complainants.
- (iii) To direct the respondent to pay ₹3,00,000/- as part of damages to the complainant on account of mental agony, torture and harassment.
- (iv) To direct the respondent to pay ₹3,00,000/- as compensation to the complainant as part of deficiency of service on your part.
- (v) To direct the respondent to all legal cost of Rs. 50,000/- incurred by the complainant.
- (vi) Grant any other relief as this Hon'ble Authority deems fit in the peculiar facts and circumstances of the present complaint.

**D. REPLY SUBMITTED ON BEHALF OF RESPONDENT**

Learned counsel for the respondent filed a detailed reply on 04.07.2022 pleading therein:-

9. That, 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 and the registration was mere an expression of interest towards the future project of the respondent.



10. That, as per section 2(d) of the Real Estate (Regulation and Development) Act, 2016, the definition of allottee is reproduced for ease of the Authority.

*"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;*

11. That, the present complaint is grossly 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 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 Hon'ble 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 laches, therefore, his claim should be dismissed.



12. That, there is no 'Agreement to Sale' between the parties and therefore, relief sought under section 18 of the RERA Act, 2016 is not maintainable before this Hon'ble Authority.
13. 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.
14. That on 08.09.2004 Mr. Naveen Kumar (original applicant) expressed his interest in the booking of a plot in any of the upcoming project of the Respondent and paid Rs. 2,75,000/- towards its registration.
15. That it is pertinent to mention that the Complainant was very well aware with the fact that neither any location nor any site of the project was confirmed at the time of registration. Further in this regard, the Complainant while filling up the Application Form gave an undertaking that in case no allotment is made, then he shall accept the refund of the amount deposited by him towards this registration. The relevant clauses of the application form are mentioned hereunder:

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

*(b) That the said advance would be adjusted against the booking amount payable by me/us as and when a residential plot is allotted in my/our name.*



*(c) That in the event the residential plot is allotted after nine months, simple interest @10% per annum shall be paid to me/us for the period delayed beyond nine months on the amount paid by me/us as advance till such the I/We am/are allotted a residential plot or adjusted against the price of the plot to be allotted to me/us.*

*(d) In case the Company fails to allot a plot within a period of one year from the date of making payment, then I/We would have the option to withdraw the money by giving one-month notice.*

*(e) That it is understood that the Company shall allot me a residential plot at price which is Rs. 300/- (Rupees Three Hundred Only) per square yard less than the launch price.*

*(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.*

16. That on 17.04.2006, the original applicant transferred his interest, rights & liabilities in favour of Mr. Kuldip Singh.
17. That Complainant had deposited signed Affidavit-Cum-Undertaking and Indemnity & other relevant documents with the Respondent Company. Further, it is clearly stipulated that in case the Complainant is not allotted any plot in new/ upcoming Project of the Respondent, then she shall accept the refund of the deposited amount with 9% simple interest per annum.





18. That it is a matter of record that till date Respondent had received an amount of Rs. 9,25,050/-towards the advance registration. It is pertinent to state that the Complainant has not paid any amount to the respondent company till date towards this registration. It is a matter of record that no demand was ever raised by the Respondent from the Complainant after the year 2006 which establishes the fact that no project was allotted to the Complainant and registration was merely expression of interest towards the future project of the Respondent.
19. That it is pertinent to state that as the Complainant is bound to stick with the terms & conditions of the Application Form & all the documents executed which were required for transferring the said registration submitted along-with the respondent company. At the time of endorsement in favour of the Complainant, neither the Complainant nor his predecessor-in-interest raised any demand for refund. The Respondent made it very clear that there was no allotment made in favour of the original applicant which was never objected by the Complainant.
20. That it is pertinent to state that in absence of any agreement to sale, the complainant is bound by the terms & conditions of the 'Application Form' and affidavit-cum-undertaking and indemnity duly signed & executed by the Complainant.



21. That the Complaint filed by the Complainant before this Hon'ble Authority, besides being misconceived and erroneous, is untenable in the eyes of law. The Complainant has misdirected herself in filing the above captioned Complaint before this Hon'ble H-RERA, Panchkula as the relief (s) claimed by the Complainant does not even fall within the realm of jurisdiction of this Hon'ble Authority, Panchkula as there is neither any allotment nor any agreement to sale which can be adjudicated by this Hon'ble Authority. 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.

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

22. During oral arguments both parties reiterated their arguments as were submitted in writing. Learned counsel for the complainant has stated in the Court today that the decision already taken by the Authority in bunch of cases with lead case **complaint case no. 723 of 2019 titled Nishant Bansal versus Parsvnath Developers Ltd.** squarely covers the controversy involved in the above-mentioned complaint. Hence, this complaint be disposed of in the same manner. He further stated that appeals have been filed in bunch of cases with lead case no. 723



of 2019 before Hon'ble High Court by the respondent but no stay has been granted by the Hon'ble High Court in said complaint therefore present case may be disposed in same terms as in **complaint case no. 723 of 2019.**

23. Learned counsel for the respondent reiterated the arguments as were submitted in writing and were made in complaint case no. 723 of 2019. She further argued that in bunch of cases with lead case no. 723 of 2019 titled "Nishant Bansal versus Parsvnath Developers Ltd.", in some cases name of project was mentioned and hence entire bunch was disposed by the Authority after detailed enquiry and considering the documents on record. However, in the present case, there is no proof that booking was made for 'Parsvnath City, Sonapat' and there is no agreement between the parties which can be got executed by the Authority. So, in absence of any agreement to sell, complainant is bound by terms of affidavit-cum-undertaking and indemnity signed by her and shall accept refund of the amount deposited by him. She further argued that appeals have been filed in bunch of cases with lead case no. 723 of 2019 before Hon'ble High Court, so outcome of those appeals may be awaited.



**F. ISSUES FOR ADJUDICATION**

24. Whether the complainant is entitled to relief of possession of plot booked by him 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**

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

- (i) It is an admitted fact that the original allottee Naveen Kumar made advance registration for a plot in the present and future project of the respondent M/s Parsynath Developers Ltd. on 08.09.2004 and paid an amount of Rs. 2,75,000/- towards sales consideration. It is also admitted by the respondent promoter that the advance registration was endorsed in favour of the subsequent allottee Mr. Kuldeep Singh and the same was finally endorsed in the name of complainant on 17.04.2006. There is also no dispute with regard to the fact that no specific plot was allotted to the predecessor in interest of the complainant and that no builder buyer agreement was executed between the parties. It is an admitted fact that even after a lapse of 18 years, no allotment of plot has been made by the respondent and Id. Counsel for respondent has stated that even today respondent is not in a position to allot a plot to the complainant. Thus, the respondent who



has accepted an amount of Rs. 9,25,050/- way back in the year 2004-2006 has been in custody of the money paid for allotment of the plot and has been enjoying benefits out of it. The issue which needs adjudication in this complaint is whether complainant is entitled to the relief of possession of plot booked by him along with interest for delay in handing over the possession in absence of builder buyer agreement and allotment.

(ii) 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 and registration was mere an expression of interest towards future project of respondent. 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 original applicant had paid a sum of ₹2,75,000/- for purchasing a plot measuring 500 sq. yards in next project of respondent and it was agreed between the parties that respondent shall allot a residential plot to applicant 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. However, subsequent thereupon the respondent promoter accepted payments of ₹6,25,000/- from the original allottee Mr. Naveen Kumar. The fact that the respondent had accepted subsequent other payments from the predecessor of the complainant apart from the initial booking amount which was paid by the original allottee and had issued receipts for the same clearly shows that respondent had recognised the original applicant as his allottee. Thereafter the plot was transferred in the name of Mr. Kuldeep Singh who paid the amount of ₹25,000/- to the respondent. Endorsement was made in favour of the complainant by the respondent promoter on 17.04.2006. Acceptance of multiple payments and subsequent transfer by way of endorsement in favour of the complainant shows that the complainant is a subsequent allottee and is covered within the definition of allottee as provided under Section 2(d) of the RERA Act of 2016.



(iii) Respondent in his reply has contended that there is no "agreement to sale" 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 sale" between the parties, it would imply that respondent, who is into the business of real estate development had accepted payment of ₹ 9,25,050/- ,i.e., approx. fifty percent of the basic sale price and issued receipts to predecessors of 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 original allottee or a builder buyer agreement was not signed by the original allottee does not mean that he was not an allottee of the respondent. Once respondent has accepted the application form and received multiple payments from original allottee for purchase of a unit in his project and has agreed to sell the plot as per price mentioned in application form, it was his duty to allot him 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. It is observed that the promoter has repeatedly raised demands for a unit ,i.e.,approx.. fifty percent of the basic sale price of the unit and therefore same cannot be considered as mere 'expression of interest.'



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 respondent in Sonapat. Further, there is nothing on record to show that the allotment will be by way of any draw or 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 original allottee booked a plot in respondent's present and future project and respondent had agreed for 'sale of a plot'. Accordingly, the original applicant was very much "allottee" for the unit in project of respondent at Sonapat. It is pertinent to mention that the definition of allottee as provided under Section 2(d) of the Act of 2016 does not distinguish between original/erstwhile allottee and subsequent allottee. Therefore, the complainant in this case after endorsement in her favour stepped into the shoes of the original/erstwhile allottee and complainant is well





within the definition of the term allottee as provided in the Act. Hence, objection of respondent that complaint is not maintainable as complainant is not an allottee stands rejected.

(iv) Respondent has also taken objection that complaint is grossly barred by limitation. In this regard Authority places reliance upon the judgement of Apex court passed in 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.

Moreover, the promoter has till date failed to fulfil its obligations because of which the cause of action is re-occurring. Thus, the complaint is maintainable as per RERA Act, 2016. The RERA Act, 2016 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.

(v) Further, respondent has averred that complainant had executed an affidavit-cum undertaking and indemnity, the said affidavit-cum-undertaking and indemnity clearly stipulates that in case he is not allotted any plot in upcoming project of the respondent company, then



shall accept refund of the deposited amount with 9% simple interest per annum. To deal with this objection reference is made to **Civil Appeal no. 12238 of 2019 titled as Pioneer Urban Land & Infrastructure Ltd v/s Govindan Raghavan** wherein the Hon'ble Supreme Court has held that the principle that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable clause in a contract entered into between the parties who are not equal in bargaining power.

In the present case, respondent promoter and complainant were not having equal bargaining power and respondent promoter was in a dominant position. Complainant was bound to sign on dotted lines of undertaking to get the booking endorsed in his favor. Said undertaking is ex-facie one-sided, unfair, and unreasonable. Therefore said undertaking cannot bind the complainant with such one-sided terms.

(vi) Another objection of respondent is that there is no proof that booking was made for 'Parsvnath City, Sonapat' and there is no agreement between the parties which can be got executed by the Authority. Said argument of respondent is rejected in same terms as has been dealt in detail in **complaint no. 723 of 2019 titled as Nishant Bansal v/s Parsvnath Developers Ltd**. Relevant paras of the said order are being reproduced below:



*“Admittedly, the respondent had already endorsed the transfer rights in favour of the complainants. If the respondent was keen to refund the amount and was not in a position to allot the plots, he should have exercised such option of refunding the already paid amount alongwith interest to the complainants when they had applied for transfer of booking rights. The respondent did not exercise such option and continued to withhold the already paid amount. This would imply that he had agreed to allot plots to the complainants instead of acting upon the clause which entitled him to refund the money alongwith interest. That being so, it does not now lie in the mouth of the respondent to claim at this stage that he does not have plots for allotment to the complainants or that the complainants are entitled only for refund alongwith interest.*

11. *Needless to mention that the respondent was under obligation to first allot the plots to those persons from whom he had received the advance money and without satisfying them, he was not permitted to sell the plots to subsequent purchasers. Allotment of plots without adopting a criteria of first come first served has put the complainants to dis-advantage inasmuch as they have been deprived of the money which they could have earned due to escalation of prices. So, the complainants deserve to be held entitled for allotment and possession of the plots they had booked.*

12. *Now the only question requiring determination is whether or not the complainants are entitled to have plots in the project Parsvnath City, Sonipat. The complainant's case in lead case is that the respondent launched a township named Parsvnath City under "Present and Future Scheme" at Sonipat to sell plots and a plot booked by Mr. Santosh Bansal to whom respondent had provided customer code no. PS/S0274, was subsequently purchased by Mr. Gopi Chand and then was purchased by him from said Gopi Chand. The*



*respondent's averment on this point is that he had not launched a township named Parsvnath City under 'Present and Future Scheme' at Sonipat, Haryana.*

13. *In order to ascertain whether or not any project was in fact launched at Sonipat with the name Parsvnath City, this Authority has enquired the matter from the project section of the Authority. Thereupon, it was revealed that such project indeed was launched by the respondent promoter at Sonipat bearing license no. 878-894 of 2006 dated 25.04.2006. Interestingly, the payments from the original applicants were collected prior to the year 2006. This will manifest that the complainants and their predecessors-in-interest had booked plots in pursuant to the advertisement floated in or around the year 2006. Some of the receipts issued to the complainants conspicuously reflect the name of the project as Parsvnath City, Sonipat. Reference in this regard can be made to the receipts available at page no. 13-14 of complaint no. 1115 of 2019 titled Sunita Jain Versus M/S Parsvnath Developers Ltd. and page no. 35 of complaint no. 1680 of 2019 titled Rekha Talwar & Ors. Versus M/S Parsvnath Developers Ltd.*

14. *In the backdrop of these circumstances, it can be easily deciphered that the complainants and their predecessors-in-interest had booked plots in the project named Parsvnath City, Sonipat. Such an inference stands further fortified from the fact that respondent has not been able to produce any material on record to indicate that some project other than Parsvnath City, Sonipat was launched at Sonipat in or around the year 2006. The Authority, in these circumstances has no hesitation to conclude that complainants are entitled to have plots in the project named Parsvnath City, Sonipat"*

(vii) In the present case, there is no allotment letter and plot buyer agreement has not been executed between the parties. Authority

observes that in absence of clause with respect to handing over of possession in the plot buyer agreement it cannot rightly ascertain as to when the possession of said plot was due to be given to the complainant. It has been observed that period of 3 years is reasonable time as held by Hon'ble Apex Court in 2018 STPL 4215 SC titled as **M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr.** Therefore, deemed date of possession works out to be 08.09.2007 (three years from the date of booking i.e., 08.09.2004)

(viii) 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 complainant and delay interest calculated on said amounts are shown in the following table: -

Amount paid by complainant	Upfront delay interest calculated by Authority till 20.12.2023	Further monthly interest
₹9,25,050/-	₹16,35,585/-	₹8,249/-

(ix) Complainant is also seeking compensation and damages on account of escalation in rate of construction, mental agony,



harassment and litigation charges. 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.

**I. DIRECTIONS OF THE AUTHORITY**

26. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act incorporating the modifications made by Hon'ble Appellate Tribunal 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 allot and deliver the possession of booked plot to the complainant in the project 'Parsvnath City, Sonapat' on payment of balance sale consideration



recoverable from him. In case, respondent/promoter due to non-availability of plots, is not able to allot any plot and offer of its possession to the complainant, he will be liable to make available to him a plot of the size, as booked, by purchasing it from open market at his own cost. Respondent promoter however will be entitled to recover from the complainant the balance amount payable by him as per the rate agreed by the parties at the time of booking of plot.

(ii) Respondent is directed to pay the complainant upfront amount of ₹16,35,585/-. Respondent's liability for paying monthly interest of ₹8,249/- as shown in above table will commence w.e.f. 05.10.2023 and it shall be paid on monthly basis till valid offer of possession is made to complainants.

(iii) Alternatively, if the allottee wish to purchase equivalent size plots of his own in resale of the colony of the promoter, or equivalent plots in any other project of the appellant in District Sonapat, he is at liberty to take refund of the amount paid along with prescribed rate of interest i.e. SBI highest marginal cost of lending rate (MCLR) +2% ,i.e., 10.85% per annum from the date of deposits till realisation and seek compensation of the excess amount paid in such purchase of plots, along with compensation for mental agony, harassment and legal expenses



by way of filing separate complaints before the learned Adjudicating Officer.

(iv) 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 of.** File be consigned to the record room after uploading of the order on the website of the Authority.



.....  
**Dr. GEETA RATHEE SINGH**  
**[MEMBER]**



.....  
**NADIM AKHTAR**  
**[MEMBER]**