



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2291 of 2023
Date of filing:	02.11.2023
First date of hearing:	20.02.2024
Date of decision:	05.12.2024

Bijender Singh S/O Sh. J.N. Ahlawat,
R/O of House No. 37, Type 4 M.D.University Campus
Rohtak, Haryana- 124001

....COMPLAINANT

Versus

M/S Parsvnath Developers Ltd. through its Chairman,
Registered Office at Parsvnath Tower, Near Shahdara Metro Station,
Shahdara, Delhi: 110032

....RESPONDENT

Complaint no.:	2774 of 2023
Date of filing:	04.01.2024
First date of hearing:	13.02.2024
Date of decision:	05.12.2024

1. Mr. Gautam Khurana S/o Sh. Prakash Khurana,
R/O C-41 , New Multan Nagar Shakur Basti Depot,
North West Delhi-110066

2. Mr. Sunil Bhatia S/o Sh. Bhagwan Das Bhatia,
R/O House no D-2, Veena Mata Mandir , Sudarshan Park,
Ramesh Nagar H.O West Delhi- 110015

....COMPLAINANTS

Versus

1. Parsvnath Developers Ltd. through its Chairman
Registered Office at Parsvnath Tower Near Shahdara Metro Station,
Shahdara, Delhi: 110032

2. Mr. Sudhir Singh S/o Sh. Jagdish Lal,
C/O Royal Properties, A-132, Suncity,
Sector- 35, Rohtak- 124001

....RESPONDENTS

CORAM:

Nadim Akhtar
Dr. Geeta Rathee Singh
Chander Shekhar

Member
Member
Member



Present: Mr. Sushil K Malhotra, counsel for the complainants through VC.
Ms. Neetu Singh, proxy for Adv. Rupali Verma for the respondents through VC.

ORDER (NADIM AKHTAR -MEMBER)

1. This order shall dispose of both the above captioned complaints filed by the complainants before this Authority under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, 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. The core issues, nature and facts emanating from the above captioned complaints are similar in nature and relates to same project of the respondent namely "Parsvnath City, Rohtak". The fulcrum of the issue involved in both the cases pertains to failure on the part of respondent promoter to deliver timely possession of the units in question. Therefore, Authority by passing this common order shall dispose of both the complaints. Complaint No. 2291/2023 titled as "Bijender Singh vs. Parsvnath Developers Ltd." has been taken as the lead case.



A. UNIT AND PROJECT RELATED DETAILS

3. The particulars of the project, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following table:

S.No.	Particulars	Details of complaint no. 2291 of 2022	Details of complaint no. 2774 of 2022
1.	Name of the project	Parsvnath Rohtak Township	Parsvnath Rohtak Township
2.	Name of promoter	M/s Parsvnath Developers Ltd.	M/s Parsvnath Developers Ltd..
3.	RERA registered/not registered	Not Registered	Not Registered
4.	DTP license no.	36 of 2010	36 of 2010
4.	Unit no.	Not Specified	Not Specified
5.	Unit area	359 sq. yard.	350 sq. yard.
8.	Date of builder buyer agreement	Not executed	Not executed
9.	Date of Booking	28.10.2009 (as per complainant pleadings on page no. 5)	25.09.2009 (as per complainant pleadings on page no. 4)
9.	Deemed date of possession	27.10.2012 (as per complainant pleadings on page no. 5)	24.09.2012 (as per complainant pleadings on page no. 5)
11.	Basic sales price	Rs.18,92,827.5/-(as per complainant pleadings on page no. 9)	Rs. 18,37,500/-(as per complainant pleadings on page no. 9)
12.	Amount paid by complainant	Rs. 3,06,000/-	Rs. 2,93,125/-
13.	Offer of possession	Not made till date	Not made till date



B. FACTS OF THE COMPLAINT NO. 2291 OF 2023.

4. That the complainant is Dr. Bijender Singh, intended to purchase a residential plot in "Parsvnath City - Rohtak" at Sector-33A, Rohtak, Haryana, for the construction of his dream home.
5. That the respondent launched the real estate project "Parsvnath City - Rohtak," assuring prospective buyers of timely possession and all requisite permissions for the development. In September 2012, the Complainant was approached by an agent/authorized dealer of the respondent to purchase a plot in the said project. At the time of booking, the respondent assured possession by December 2012. The booking receipt and payment receipt for administrative charges of ₹21,000/- are annexed as ANNEXURE C-1 and ANNEXURE C-2, respectively.
6. That the complainant derives his rights to the plot from Ms. Bimla Devi, who had earlier obtained her rights from Mr. Satish Kumar. Mr. Satish Kumar had initially booked the plot measuring 359 sq. yards on 28.10.2009 and paid an advance registration amount of ₹2,85,000/-. The booking rights were endorsed in favour of the complainant by the respondent on 25.09.2012. A receipt of the payment of ₹9,19,625/- made by the complainant through Chaudhary Properties, Rohtak, is annexed as ANNEXURE C-3.
7. That the price of the said plot was agreed @ ₹5272.50 per sq. yard, amounting to ₹18,92,827.50/- (exclusive of service tax, EDC, and IDC),



as mentioned in the application form. It was explicitly agreed that there would be no changes in the area or sale price of the plot. That despite assurances, respondent failed to allot and deliver the possession of the plot by the promised date of December 2012. Complainant has repeatedly visited the respondent's office at Shahdara, Delhi, with payment, but was only given verbal assurances without any concrete action.

8. That the complainant has been associated with the project since 2009 and has made consistent efforts to get possession of the plot for constructing his dream home. The complainant represented his grievances to the Learned Deputy Commissioner, Rohtak. The minutes of the meeting conducted under the Deputy Commissioner's leadership are annexed as ANNEXURE C-4.
9. That the complainant has demonstrated his readiness and willingness to pay the balance sale consideration, provided the respondent fulfills its obligation of allotting the plot and delivering possession. The delay in possession as of 28.10.2023, amounts to 11 years. Complainant submits that similar complaints, such as RERA PKL Complaint No. 1397 of 2021, "Lajwanti Vashist vs. Parsvnath Developers Ltd", have already been decided in favour of complainants, with the directions to the respondent to allot plots with delayed possession interest.



10. Complainant alleges that the terms of the agreement drafted by the respondent are alleged to be one-sided and exploitative, as observed in Neelkamal Realtors Suburban Pvt. Ltd. vs. Union of India & Ors. (W.P. 2737 of 2017), wherein such agreements were deemed unjust and overwhelmingly in favour of developers.

C. RELIEFS SOUGHT

11. The complainant in her complaint has sought following relief :-

- i. To pass an order or direction to respondent to allot a plot to complainant on the receipt of balance sale consideration amount.
- ii. Pass an order for delayed possession interest on payment already made to the respondent.
- iii. To direct the respondent to produce every record of this booking before the Authority.
- iv. Award the cost of this Complaint which is Rs. 65,000/- in favour of the complainant.
- v. To pass any order in favour of Complainant in the interest of justice.

D. REPLY ON BEHALF OF RESPONDENT

Ld. counsel for the respondent filed a detailed reply on 15.02.2024 pleading therein as under :-



12. That the complaint is not maintainable as the complainant is not an "Allottee" as defined under Section 2(d) of The Real Estate (Regulation and Development) Act, 2016. The complainant merely expressed interest in the respondent's future projects and was never allotted any plot or unit. As per the Act, an "Allottee" is defined as a person to whom a plot, apartment, or building is allotted, sold, or transferred by the promoter. The Complainant does not fall under this category, as no allotment was ever made.
13. The payments made by the Complainant pertain to an expression of interest for the respondent's future projects. No specific plot, project, or unit was allocated to the complainant either at the time of registration or thereafter. Initially, on 28.10.2009, the original applicant, Mr. Satish Kumar, expressed interest and paid ₹2,85,000 as advance registration. He signed an application form clearly agreeing that in the absence of allotment, he would accept a refund with 10% simple interest. Subsequently, on 14.06.2010, Mr. Satish Kumar transferred his interest to Mrs. Bimla Devi, who executed an Affidavit-Cum-Undertaking on 17.05.2010, agreeing to accept a refund with 9% simple interest in case no allotment was made. Later, on 25.09.2012, Mrs. Bimla Devi transferred her interest to the complainant, who executed a similar undertaking on 11.09.2012, agreeing to the same terms in case of non-allotment.



14. Despite being fully aware of the non-allotments made to prior applicants, the complainant voluntarily proceeded with the transfer of interest. It is evident that the complainant was aware that no allotment was possible and had agreed to accept a refund with 9% simple interest as per the undertaking executed by them.
15. The complaint is also barred by limitation. The complainant failed to approach the authority within the prescribed time frame and has not pleaded for condonation of delay. As observed by the Hon'ble Supreme Court in *Surjeet Singh Sahni v. State of U.P.*, [2022 SCC Online SC 249], mere representations do not extend the limitation period, and the aggrieved party must approach the court within a reasonable time.
16. Furthermore, no agreement to sell was ever executed between the parties. The relationship is strictly governed by the terms of the application form and the undertakings executed by the complainant and previous applicants. The receipts annexed to the Complaint do not specify any plot, project, or property details. They only reflect payments made towards expression of interest in future projects, without confirming any allotment.
17. No demand was ever raised by the respondent after 2012, which further establishes that no allotment was made, and the registration was solely an expression of interest. As per the terms of the undertakings, the respondent is bound only to refund the amount deposited, with simple



interest as agreed. Therefore, in the absence of any allotment or agreement to sell, no cause of action arises in favour of the complainant. It is, therefore, respectfully submitted that the present complaint be dismissed as not maintainable, being barred by limitation and devoid of merit.

E. REJOINDER FILED BY THE COMPLAINANT

Ld. counsel for the complainant has filed the rejoinder on 16.05.2024 pleading therein as under :-

18. The complainant has raised numerous claims and contentions regarding the alleged denial of possession of a plot in the Parsvnath City Rohtak project, despite timely payment and compliance with the terms of the application form. The complainant asserts that the allotment of the plot was never questioned by the respondent company, as evidenced by the application form, agreements, and various transactions executed at Rohtak. Further, the complainant maintains that all receipts, correspondence, and representations were directed to the company concerning the Rohtak site, substantiating their claim for the plot in the Parsvnath City Rohtak project.
19. The complainant also alleges that the respondent company failed to perform its obligations, such as timely allotment or denial of allotment, and failed to issue mandatory public notices for the same. Instead, the company allegedly engaged in opaque practices, including allotting



plots to individuals with subsequent bookings to earn premium amounts, thereby depriving senior applicants of their legitimate claims. The complainant has referenced similar cases decided by the Authority and presented documents, including annexures and orders, to support the claim of arbitrary conduct by the respondent.

20. Additionally, the complainant has rejected the respondent's claims regarding the applicability of terms in the application form, asserting that these terms mandate sincere efforts by the respondent to allot the plot. The complainant argues that the respondent's failure to provide possession or refund the amount within the stipulated time constitutes unfair trade practices under the RERA Act, 2016. The complainant further asserts readiness and willingness to pay the balance consideration and continues to pursue the claim for possession of the plot in good faith.
21. In rebuttal to the respondent's preliminary objections, the complainant denies all allegations of non-compliance or lack of qualification for the allotment, stating that these claims are unfounded and raised for the first time in the respondent's reply. The complainant accuses the respondent of concealing crucial information, such as the procedure and criteria for allotment, and argues that the respondent's practices contravene Section 11(4)(a) of the RERA Act.



22. The complainant reiterates that the application form and other documentation establish entitlement to the plot, and the respondent's actions, including endorsing transfers and accepting administrative charges, demonstrate acknowledgment of this entitlement. The complainant concludes by requesting the Authority to direct the respondent to allot the plot as per the agreed terms or take necessary actions for redressal, emphasizing the respondent's failure to act in a fair and transparent manner as required under the law.

F. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

23. 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 10 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. 1397 of 2021 titled as "Lajwanti Vashisht vs. Parsvnath Developers Ltd". The complainant further denies all allegations of non-compliance or lack of qualification for the allotment, stating that these claims are unfounded and raised for the first time in



the respondent's reply. The complainant accuses the respondent of concealing crucial information, such as the procedure and criteria for allotment, and argues that the respondent's practices contravene Section 11(4)(a) of the RERA Act. Therefore, he requested that complaint be disposed of in terms of complaint case no. 1379 of 2021 and complainant be given possession of the plot along with interest for delay caused in handing over the possession.

24. 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, claim of the complainant is barred by limitation. 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. So, she 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

25. 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

26. 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 the said issue, it is important to refer to the definition of allottee as provided in Section 2(d) of the RERA 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.”

27. 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



₹2,85,000/- as basic cost for booking a plot measuring 359 sq. yards in the township named "Parsvnath City Rohtak" launched by the respondent company at Rohtak, Haryana for which receipt dated 28.10.2009 has been annexed as Annexure C-1. Further, administrative charges have been paid by the complainant for ₹21,000 for which receipt dated 25.09.2012 has been annexed as Annexure C-2. It has also been claimed by complainant that he has purchased these rights through Choudhary Properties after paying a premium of ₹9,19,625/- . However, respondent failed to allot any plot to him or to even execute a Builder Buyer Agreement.

28. 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 would imply that respondent, who is into the business of real estate development had accepted payment of ₹3,06,000/- 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 he 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 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.

29. 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. 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.

30. It is submitted by learned counsel for the respondent in her reply that in the present case, neither the location nor the size or the price of the plot was ever promised to the complainant. However, perusal of customer ledger annexed as Annexure R-4 of reply in the captioned complaint no. 2291 of 2023 clearly reveals the size, booking amount and administrative charges paid by the complainant for the project in question namely 'Parsvnath City, Rohtak'. Hence, said argument of respondent is not accepted.
31. 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 measuring 359 sq. yards in its project to the complainant, the cause of action is re-occurring and the ground that complaint is barred by limitation stands rejected.
32. As per clauses (c) 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) and (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.

33. The complainant has placed on record the affidavit submitted by respondent in complaint no. 779 of 2020 as Annexure C-6 of rejoinder. 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 list Annexure B contains the names of the persons to whom respondent had allotted plots in his project named 'Parsvnath City, Rohtak'. However, endorsement of transfer by the builder from first buyer to second buyer and to the present complainant after accepting the administrative charges shows the interest of respondent for continuation of this agreement/arrangement. Continuation of this transfer shows meeting of minds between complainant and respondent to allot him a plot.



34. Furthermore, it is observed that 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. The aforesaid being the situation, 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.
35. So, the respondent merely on the strength of earlier referred clause (f) of the application form, cannot 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.
36. 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 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 (I) 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.”



37. 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.
38. 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. 05.12.2024 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 11.10%
39. Complainant in his complaint has claimed that a sum of ₹3,06,000/- has been paid to respondent and a sum of ₹9,19,625/- has been paid to Choudhary Properties through whom he purchased the rights in the plot. Since, it could not be proved that the Choudhary Properties 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 both the above cases may be taken as final for the purpose of calculations of interest.
40. 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.

41. Firstly, in Complaint no. 2291 of 2023, Authority has calculated the interest on total paid amount i.e, ₹3,06,000/- from the deemed date of possession i.e 28.10.2012 which is taken to be 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 date of passing of this order at the rate of 11.10 %. In support, reliance is placed on judgment dated March 12, 2018, passed in civil appeal no(s). 3533-3534 of 2017 titled as "*M/S. Fortune Infrastructure (Now Known As M/S. Hicon Infrastructure) & Anr. Vs Trevor D'lima & Ors.*", where the Hon'ble Supreme Court has observed that a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation and when there is no delivery period stipulated in the agreement, a reasonable time



has to be taken into consideration. Hence, based on the facts and circumstances of the case, a time period of 3 years is reasonable time for the completion of the contract i.e., the possession was required to be given within 3 years of the contract. In the present case, said amount works out to be ₹4,11,500/- as total interest and monthly interest is ₹2,285 as per detail given in the table below:

A. IN COMPLAINT NO. 2291 OF 2023

Sr. No.	Principal Amount	Deemed date of possession (28.10.2012) or date of payment whichever is later	Interest Accrued till the date of this order i.e., 05.12.2024	Receipts (information)
1.	₹2,85,000/-	28.10.2012	₹3,83,260/-	Receipts attached by the complainant in her complaint book from page no. 23 to 26 annexed as Annexure C-1 & C-2
2.	₹21,000/-	28.10.2012	₹28,240 /-	
Total=₹3,06,000/-			Total= ₹4,11,500/-	
Monthly interest			₹2,285	

42. Secondly, in Complaint no. 2774 of 2023, Authority has calculated the interest on total paid amount i.e., ₹2,93,125/- from the deemed date of possession i.e 25.09.2012 which is taken to be 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 date of passing of this order at the rate of 11.10 %, and said amount works out to ₹3,97,128/- as per detail given in the table below:



B. IN COMPLAINT NO. 2774 OF 2023

Sr. No.	Principal Amount	Deemed date of possession (25.09.2012) or date of payment whichever is later	Interest Accrued till the date of this order i.e., 05.12.2024	Receipts (information)
1.	₹2,75,625/-	25.09.2012	₹3,73,419/-	Receipts attached by the complainant in her complaint book from page no. 29 & 36 annexed as Annexure C-1 & C-5 respectively
2.	₹17,500/-	25.09.2012	₹23,709 /-	
	Total=₹2,93,125/-		Total= ₹3,97,128/-	
	Monthly interest		₹2,763	

43. It is pertinent to mention here that complainant in complaint no. 2291 of 2023 has claimed that a plot admeasuring 359 sq. yards was booked by him at the rate ₹5,272.5/- 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 17.11.2023 as Annexure R-4 which reveals that a plot measuring 350 sq. yard at the rate ₹5550/- per sq. yards was booked by the complainant. Since complainant has not placed on record any proof of 359 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 5,550/- per sq. yard.

44. It is pertinent to mention here that complainant in complaint no. 2774 of 2023 has impleaded Sh. Sudhir Singh as respondent no. 2. However, no

relief in particular has been sought against the said respondent. Hence, no direction in this order is passed against respondent no.2.

I. DIRECTIONS OF THE AUTHORITY

45. 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 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. 11.10% after a period of three years from the date of deposit of the amount to the date of passing of this order which amounts to ₹4,11,500/- in complaint no. 2291 of 2023 and ₹3,97,128/- in complaint no. 2774 of 2023 as calculated in para 41 and 42 of this order. Further, on the entire paid amount, monthly interest shall be payable ₹2,885/- in complaint no. 2291 of 2023 and ₹2,673/- in complaint no. 2774 of 2023 by the respondent to the complainant up to the date of actual handing over of the



possession after obtaining occupation certificate as calculated in para 41 and 42 of this order.

- 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.

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


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]