



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	2888 of 2022
Date of filing:	03.11.2022
Date of first hearing:	15.03.2023
Date of decision:	16.01.2024

1. Babita wife of Naresh Kumar,
R/o-127, Deepali Enclave, Pitampura, Delhi-110003.
2. Usha wife of Rajesh Kumar,
R/o -127, Deepali Enclave, Pitampura,

...COMPLAINANTS

VERSUS

M/s Parsvnath Developers Limited through its Managing Director,
Office at Parsvnath Metro Tower, Near Shahdara Metro Station,
Shahdara, Dehli-110032;
Corporate Office at 6th Floor, Arunachal Building, 19,
Barakhamba Road, New Delhi-110001.

...RESPONDENT

CORAM: **Dr. Geeta Rathee Singh** Member
Chander Shekhar Member

Present: Mr. Ramesh Malik, Ld. Counsel for Complainant through VC.
Mr. Brijesh, proxy counsel for Ld. Counsel for Respondent
Ms. Rupali Verma.

ORDER

1. Present complaint was filed on 03.11.2022 by the complainants under section 31 of the Real Estate (Regulation and Development) Act, 2016

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(hereinafter referred to as '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 the complainant, the details of the sale consideration, the amount paid by the complainant and the details of the project are enumerated in the following table:

Sr. No.	Particulars	Details
1.	Name of the project	Parsvnath City, Sonipat
2.	RERA Registered/ not registered	Not registered
3.	Date of application by complainant	08.09.2004
4.	Plot no. and area	B-3281, Block-B,
5.	Area	419.73 sq. mtrs.
6.	Date of Plot Buyer Agreement (PBA)	05.02.2011

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7.	Basic sale consideration	Rs. 19,07,600/- as per PBA.
8.	Amount paid by the complainants	Rs. 27,99,238/-
9.	Offer of possession	Not made

B. FACTS OF THE CASE AS STATED IN THE COMPLAINT

3. Brief facts of the complaint are that on 08.09.2004, complainants had booked a plot bearing no. B-3281, admeasuring 419.73 sq. mtrs. in the respondent's project "Parsvnath City", Sonipat, Haryana.
4. That plot buyer agreement was executed between the parties on 05.02.2011. The basic sales price of the plot was Rs. 19,07,600/- and complainants have paid Rs. 27,99,238/- till 27.12.2012. Copies of payment receipts and statement of accounts have been annexed with the complaint as Annexure C-3. (colly).
5. That the respondent company has acted contrary to clause 8(a) of plot buyer agreement dated 05.02.2011 in accordance with which the promoter shall not withhold the plot beyond reasonable period and shall be granted after payment of administrative charges. It is contended that above mentioned facts clearly show that there is unreasonable delay in offering

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possession of the plot in question to the complainants by the respondent-company.

6. That the respondent company has acted contrary to clause 11(a) of plot buyer agreement in accordance with which it was agreed between the parties that the respondent company would execute conveyance/transfer deed of plot and register the same in favour of the buyer/complainants within a reasonable time after the plot has been finally demarcated at the site. It is submitted that despite lapse of so many years from the date of booking of plot, the plot has not been demarcated by the respondent-company till date.
7. That the respondent company has acted contrary to clause 5(b) of plot buyer agreement in accordance with which in case the promoter/ company is not in a position to allot/deliver the property, then, the same may offer another plot to the buyers/complainants at its sole discretion, and if the same is not acceptable to the buyers/complainants, then the promoter be liable to refund the actual account deposited with simple interest @ 10% per annum. However, it is asserted at this juncture that the complainants/allottees are interested only in possession of the bought plot from respondent company.


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8. That the terms and conditions/clause of plot buyer agreement dated 05.02.2011 have been maliciously drafted only to the advantage of the respondent company as there is no definite timeline of handing over of possession prescribed in the plot buyer agreement. This clearly shows that respondent company has no intention to deliver actual physical possession of the plot to the complainants.
9. That the complainant is entitled for receiving interest @ SBI MLCR+2% on the amount paid to the respondent as per Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017.
10. That after physically inspecting the site of the project it is transpired that there is no scope of handing over possession of residential plot in question as the development at project area is very limited. Respondent has also not taken requisite approvals from the concerned authorities which strengthens the belief of the complainant that respondent has committed fraud on public, at large.
11. That the complainants have averred that the facts of the present complaint are similar to *Complaint No. 865 of 2020 titled as "Deepak Gupta vs. Parsvnath Developers Ltd* wherein Authority had directed the respondents were directed to handover possession along with upfront



delay interest and monthly interest. Hence, prayer of complainant is that the complaint may also be disposed of in same terms.

C. RELIEF SOUGHT

12. The complainants in their complaint have sought following reliefs:

- i) To direct the respondent company to offer actual physical possession of the booked plot in question i.e., Plot B-3281, Block-B Parsvnath City, Sonipat, Haryana;
- ii) To direct the respondent company to obtain license from Town & Country Planning, Haryana of the project Parsvnath City, Sonipat, Haryana;
- iii) To direct the respondent company to get conveyance deed executed within a time bound manner qua plot no. 3281, Block-B, Parsvnath City, Sonipat, Haryana;
- iv) To direct the respondent to pay interest on delayed possession for more than 8 years as per Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 to the complainants;
- v) To direct the respondent to pay Rs. 10,00,000/- as part of damages to the complainants on account of mental agony, torture and harassment;


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- vi) To direct the respondent to pay upfront interest and also monthly interest in pursuance of order dated 13.10.2021 C-4.
- vii) To direct the respondent to refund of all legal cost of Rs. 1,00,000/- incurred by the complainants;
- viii) Any other relief-remedy which is deemed fit by this Hon'ble Authority in the present facts and legal proposition of the case.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

13. Learned counsel for the respondent filed detailed reply on 30.05.2023 wherein it is pleaded as under:-

- 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 without prejudice, it is stated that the project in which the complainant is seeking possession is not registered with this Hon'ble Authority and therefore, this Hon'ble Authority does not have jurisdiction to entertain the present complaint.
- iii. That the complainants are misdirecting and misleading this Hon'ble Authority by drawing parity with the order dated 13.10.2021 passed by this Hon'ble Authority in complaint No.865 of 2022, wherein the facts were completely distinguishable and therefore, the

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observations of the said judgment cannot be made applicable to the present case.

- iv. 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 SC 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 latches, therefore, his claim should be dismissed.
- v. That the provisions of Real Estate (Regulation and Development) Act, 2016 cannot be applied retrospectively.
- vi. That on 05.02.2011, an agreement was entered between the complainants and the respondent-company for allotment of a residential Plot bearing No. B- 3281 area admeasuring 502 sq. yards in the project namely "Parsvnath City, Sonipat, Haryana".


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- vii. That the basic selling price (BSP) of said plot was fixed at Rs. 18,61,045/- after availing the special discount of Rs. 46,555/-. Further complainants opted to make further payments as per Payment Plan. Copy of plot buyer agreement dated 05.02.2011 has been annexed as Annexure R-1 and copy of latest ledger has been annexed as Annexure R-2. In the present case the plot buyer agreement was executed with complainants on 05.02.2011. There is no document on record to show that prior to this plot buyer agreement any other agreement for sale for the same unit was executed between respondents with any other person. Further, all payment receipts attached to the complaint have also been issued in the name of complainants. Therefore, the deemed date of possession comes to 04.02.2014.
- viii. That the complainants were duly informed about non-payment of installments or having committed default in making the payments of installments/overdue repeatedly through various reminders dated 15.06.2011 & 15.12.2012. It is pertinent to state that in spite of the fact that the complainants had been sent many reminders letters regarding the overdue payments, the complainants neither replied nor paid the overdue amounts to the respondent with respect to the



said booking. It is submitted that the complainants had been chronicle defaulter in making timely payments. Copies of reminders/overdue letters have been annexed as Annexure-R-3 (Colly).

- ix. That it is a matter of record that on 10.07.2010, respondent company applied LOI for the land admeasuring 51 acres. However, the same was rejected by the competent authority (TCP) vide letter dated 19.02.2013. Copy of the letter issued by the DTCP, Haryana stating the reasons for rejection have been annexed as Annexure R-4.
- x. That pursuant to that on 19.09.2019, one of the associate companies of the respondent company applied for license for the land measuring 25.344 acres falling under in the revenue Village Rajpura, Sector 10 & 11, Sonipat, Haryana to develop a residential plotted colony.
- xi. That the inability of the respondent company to develop the project is primarily due to encroachments by the local farmers on part of project land for which they have already been paid the sale consideration. It is submitted that despite all sincere efforts to get the project land vacated, the local farmers have failed to agree and rather


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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 license would not be issued to the landowner/ developer/its associate companies etc. till the clearance of all the outstanding EDC. Hence despite taking 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 license for 25 acres through Generous Builders Private Limited, which was rejected by this Hon'ble Authority.
- xiv. That it is submitted 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 ultimately caused the abandoning of the project.
- xv. That the 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


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be asked to develop and deliver the project which has otherwise become impossible and hence, unviable.

- xvi. That be as it may, the right of the complainant would accrue from the date of the endorsement and not from the date the original applicant booked the present unit. This is a settled principle of law and also, is being followed by Hon'ble Tribunal and other courts.
- xvii. That for the reasons beyond the control of the respondent company, it could not develop 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 agreement. Without prejudice, it is further stated that the project cannot be delivered due to the unforeseen circumstances and therefore in terms of Section 18(1), the relief of refund is only plausible solution.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

14. During oral arguments, learned counsel for the complainant reiterated the arguments as were submitted in writing. He argued that the decision already taken by the Authority in bunch of cases with lead case 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 the same manner as *Complaint case no. 865 of 2020 titled Deepak Gupta versus Parsvnath Developers Ltd.*

15. 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 titled Deepak Gupta versus Parsvnath Developers Ltd. She argued that present case may not be disposed of in terms of Deepak Gupta for the reason that 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 has not received LOI for the project and is not in a position to develop the project and offer the possession of plot booked by the complainants. She also stated that none of the allottees have been given possession by respondent in project in question. Further 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.



F. ISSUES FOR ADJUDICATION

16. 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?

G. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

17. 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. Respondent has adopted a plea that the 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.

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 Sonapat district. Therefore, this Authority has complete territorial jurisdiction to deal with the present complaint.



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.

- ii. Further, respondent has raised an objection of the respondent that the project in which the complainant is seeking possession is not registered with this Hon'ble Authority and therefore this Hon'ble Authority does not have jurisdiction to entertain the present complaint. This issue that



whether this Authority has jurisdiction entertain the present complaint as the project is not registered has been dealt and decided by the Authority in *complaint no. 191 of 2020 titled as Mrs. Rajni and Mr. Ranbir Singh vs Parsvnath Developers Ltd.* Relevant part of said order is being reproduced below:

"Looked at from another angle, promoter of a project which should be registered but the promoter is refusing to get it registered despite the project being incomplete should be treated as a double defaulter, i.e. defaulter towards allottees as well as violator of Sector 3 of the Act. The argument being put forwarded by learned counsel for respondent amounts to saying that promoters who violate the law by not getting their ongoing/incomplete projects registered shall enjoy special undeserved protection of law because their allottees cannot avail benefit of summary procedure provided under the RERA Act for redressal of their grievances. It is a classic argument in which violator of law seeks protection of law by misinterpreting the provisions to his own liking.

14. The Authority cannot accept such interpretation of law as has been sought to be put forwarded by learned counsel of respondent. RERA is regulatory and protective legislation. It is meant to regulate the sector in overall interest of the sector, and economy of the country, and is also meant so protect rights of individual allottee vis-a-vis all powerful promoters. The promoters and allottees are usually placed at a highly uneven bargaining position. If the argument of learned counsel for respondent is to be accepted, defaulter promoters will simply get away from discharging their obligations towards allottee by not getting their incomplete project registered. Protection of defaulter promoters is not the intent of RERA Act. It is meant to hold them accountable. The interpretation sought to be given by learned counsel for respondent will lead to perverse outcome.

15. For the foregoing reasons, Authority rejects the arguments of respondent company. The application filed by respondent-promoter is accordingly rejected"



The ratio of above judgment shall be applicable to the present complainant.

- iii. Respondent has further objected that captioned complaint is barred by limitation. In this regard, it is observed that since, the promoter as per agreement for sale has till date failed to fulfill his obligations to hand over the possession of the booked plot in its project, the cause of action is reoccurring, accordingly ground that complaint is barred by limitation stands rejected. Respondent has also taken objection that complaint is grossly barred by limitation. Reference is also to the judgment of the Apex Court *Civil Appeal no. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise*, wherein the Hon'ble Apex Court had held:

"A number of decisions have established that the Limitation Act, applies only to courts and not to Tribunals. The distinction between courts and quasi-judicial decisions is succinctly brought out in Bharat Bank Ltd. v. Employees of Bharat Bank Ltd., 1950 SCR 459.

Accordingly, ground that complaint is barred by limitation stands rejected.

- iv. With regard to plea raised by the respondent that provisions of RERA Act, 2016 cannot be applied retrospectively, it is observed that issue regarding operation of RERA Act, 2016, whether retrospectively or

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retroactively has already been decided by Hon'ble Supreme Court in its judgment dated 11.11.2021 passed in **Civil Appeal No. (s) 6745-6749 OF 2021 titled as Newtech Promoters and Developers Pvt. Ltd versus State of Uttar Pradesh and others.** Relevant part is reproduced below for reference:-

"47. The legislative power to make the law with prospective/retrospective effect is well recognized and it would not be permissible for the appellants/promoters to say that they have any vested right in dealing with the completion of the project by leaving the allottees in lurch in a helpless and miserable condition that at least may not be acceptable within the four corners of law.

48. The distinction between retrospective and retroactive has been explained by this Court in **Jay Mahakali Rolling Mills Vs. Union of India and Others**, which reads as under--

"8. "Retrospective" means looking backward, contemplating what is past, having reference to a statute or things existing before the statute in question. Retrospective law means a law which looks backward or contemplates the past; one, which is made to affect acts or facts occurring, or rights occurring before it come into force. Retroactive statute means a statute, which creates a new obligation on transactions or considerations or destroys or impairs vested rights."

51. Thus, it is clear that the statute is not retrospective merely because it affects existing rights or its retrospection because a part of the requisites for its action is drawn from a time antecedent to its passing, at the same time, retroactive statute means a statute which creates a new obligation on transactions or considerations already passed or destroys or impairs vested rights.

52. The Parliament intended to bring within the fold of the statute the ongoing real estate projects in its wide amplitude used the term "converting and existing building or a part thereof into apartments" including every kind of developmental activity either existing or upcoming in future under Section 3(1)

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of the Act, the intention of the legislature by necessary implication and without any ambiguity is to include those projects which were ongoing and in cases where completion certificate has not been issued within fold of the Act.

53. That even the terms of the agreement to sale or home buyers agreement invariably indicates the intention of the developer that any subsequent legislation, rules and regulations etc. issued by competent authorities will be binding on the parties. The clauses have imposed the applicability of subsequent legislations to be applicable and binding on the flat buyer/allottee and either of the parties, promoters/home buyers or allottees, cannot shirk from their responsibilities/liabilities under the Act and implies their challenge to the violation of the provisions of the Act and it negates the contention advanced by the appellants regarding contractual terms having an overriding effect to the retrospective applicability of the Authority under the provisions of the Act which is completely misplaced and deserves rejection

54. From the scheme of the Act 2016, its application is retroactive in character"

- v. The complainants in the present case are drawing parity with complaint no. 865 of 2020. Authority observes that in the present case complainant was allotted plot bearing no. B-3281 in the project "Parsvnath City", Sonipat. In complaint case no. 865 of 2020 also complainant was allotted plot bearing no. B-3305, Block B, Parsvnath City, Sonipat. In both the complaints, an agreement for sale was executed between the parties crystals the terms of agreement and in both complaints respondent did not handover the possession till the filing of the complaint. Meaning thereby, the booking of plots made by complainants in both the complaints was made in "B Block" of same project i.e., Parsvnath City, Sonepat. Therefore, it is observed that



the factual matrix of present case is similar to bunch of cases with lead case no. 865 of 2020 titled as Deepak Gupta versus Parsvnath Developers Ltd. Accordingly, Authority is satisfied that issues and controversies involved in present complaints 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.*

vi. In the present case, the plot buyer agreement has been executed between the parties on 05.02.2011. Now with regards to deemed date of possession, Authority observes that in absence specific timeline for handing over of possession in plot buyer agreement exact date for offering the possession of said plot to complainant cannot be ascertained, therefore reference is made to observation of Hon'ble Apex Court is *2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr.* in which it has been observed that period of 3 years is reasonable time. In present complaint, the plot buyer agreement was executed between the parties on 05.02.2011 and taking a period of 3 years from the date of agreement as a reasonable time to complete development works in the project and handover possession to the allottee, the deemed date of



possession comes to 04.02.2014. In this way, the possession of the unit should have been handed over to the complainant by 04.02.2014.

vii. In complaint case no. 865 of 2020, 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 complainant upfront interest on the amount paid by him from deemed date of possession 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.

viii. In the present complaint also the complainant wishes to continue in the project and in his complaint, he has prayed for directions to the respondent to hand over the possession of the plot no. B-3281, admeasuring 419.73 sq. mtrs. in Parsvnath City along with interest as per Rule 15 Haryana Real Estate (Development and Regulation) Rules, 2016 on the amount paid from the date of payment till the date of handing over of possession of plot. It is further observed that though the learned counsel for respondent has orally argued that the respondent has not received the Lol 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.

- ix. Further, respondent in its reply has averred that the complainant has defaulted in making timely payment and therefore reminders dated 15.06.2011 and 15.12.2012 were issued to complainants to pay the remaining amount. In this regard Authority observes that it is a matter of record (statement of account+receipt). That the last payment of Rs.2,84,000/- was made by the complainant on 27.12.2012 i.e., after the date of issuance of reminder. It is also, a matter of record that the sale price as per BBA dated 05.02.2021 was Rs.19,07,600/- against which the

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complainant had paid Rs.27,99,238/- by 27.12.2012 itself. Whereas, till date respondent has admittedly failed to offer of possession of the plot to the complainant. Therefore, the complainants U/s 18(1) of the RERA Act is entitled to the relief of interest on account of delayed possession.

Accordingly, complainant in the present case is 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 Le, SBI MCLR+2% which as on date works out to be 10.85% (8.85%+2%).

- x. 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 BPIP Ltd.*** The details of amounts paid by the complainant and delay interest calculated on amount are shown in the following table: -

Sr. No.	Principal Amount (in Rs.)	Deemed date of possession/ date of payment (whichever is later)	Interest acquired till 16.01.2024
1.	4,53,440	04.02.2014	4,89,826

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2.	2,21,000	04.02.2014	2,38,734
3.	1,50,798.25	04.02.2014	1,62,899
4.	2,84,000	04.02.2014	3,06,789
5.	2,75,000	04.02.2014	2,97,067
6.	6,75,000	04.02.2014	7,29,165
7.	1,00,000	04.02.2014	1,08,024
8.	6,40,000	04.02.2014	6,91,356
Total	27,99,238.25		30,23,860
Monthly interest commencing from 16.01.2024 is Rs. 24,963/-			

- xi. The complainant is seeking compensation on account of mental agony, torture and harassment and legal cost incurred by the complainants. 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. Lid. Vs State of U.P. & Ors.*", 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

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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 complainants are advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.

xii. Ld. Counsel for the complainant did not pressed upon relief no. (ii).

H. DIRECTIONS OF THE AUTHORITY

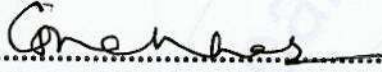
19.Hence, the Authority hereby passes this order and issues following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:-


- (i) Respondent is directed to make a valid offer of possession of the plot to complainant within 30 days of receiving part completion certificate, Respondent is further directed to get the conveyance deed registered as per provision of Section 17 (1) of RERA Act, 2017.
- (ii) Respondent is directed to pay the complainant upfront interest of Rs. 30,23,860/- within 90 days as per Rule 16 of Haryana Real Estate (Regulatory & Development) Rules, 2017 failing which legal consequences would follow. Respondent's liability for paying


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monthly interest of Rs. 24,963/- as shown in above table will commence w.e.f. 16.01.2024 and it shall be paid on monthly basis till valid offer of possession is made to complainants.

20. Disposed of. File be consigned to record room after uploading order on the website of the Authority.


.....
CHANDER SHEKHAR
[MEMBER]


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