



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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

Complaint no.:	200 of 2023
Date of filing.:	31.01.2023
First date of hearing.:	19.04.2023
Date of decision.:	05.08.2025

1. Dalbir Singh S/o Chattar Singh  
2. Naresh Kumar S/o Suraj Singh  
Both R/o 1974 Housing Board Colony,  
Sector 1, Rohtak, Haryana  
Pin-124001

....COMPLAINANTS

VERSUS

M/s Parsvnath Developers Ltd through its Chairman  
Corp. Office at 6th, Arunachal Building  
19, Barakhamba Road,  
Delhi-110001

....RESPONDENT

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

**Present: -**                      Mr. Sushil Malhotra, Learned Counsel for the complainants  
   through telephonic call  
   Ms. Rupali Verma, Learned Counsel for the respondent  
   Through telephonic call

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

1. Present complaint 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 fulfil 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 project, details of sale consideration, 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
1.	Name of the project.	"Parsvnath City" Rohtak, Haryana
2.	Nature of the project.	Residential
3.	RERA Registered/not registered	Unregistered
4.	Details of the unit.	Plot no. D-296
5.	Date of booking	15.10.2009



6.	Date of allotment	08.06.2010
6.	Date of plot buyer agreement	None
7.	Due date of possession	Not available
8.	Basic sale consideration	₹21,10,500/-
9.	Amount paid by complainant	₹ 9,20,961/-
10.	Offer of possession.	None

**B. FACTS OF THE COMPLAINT AS STATED IN THE COMPLAINT  
AS STATED IN THE COMPLAINT**

3. Captioned complaint pertains to a plot booked by one original allottee Mr. Kamal Singh on 15.10.2009 in an upcoming project of the respondent company namely 'Parsvnath City' situated at Rohtak. On 08.06.2010, Mr. Kamal Singh was provisionally allotted plot bearing No. D-296, area admeasuring 402 sq. yds. in the said project. The basic selling price of the unit was fixed at ₹ 21,10,500/-.
4. Thereafter, the original allottee had sold the booking rights of plot D-296 to the present complainants. The plot in question was transferred/endorsed in favor of the complainants on 09.08.2010.
5. After stepping into the shoes of the original allottee, the complainants made part payment of ₹ 31,575/- on 09.09.2010 and of ₹6,04386/- to the

respondent towards the balance sale consideration of the plot in question. That together, a payment of ₹ 9,20,961/- has been made to the respondent till date.

6. At the time of booking and transfer of the plot in favor of the complainants, assurances were given to complainants that possession will be given shortly. The respondent was obliged to pass the title of the plot in favor of the complainants on payment of the remaining sale consideration. However, offer of possession of said plot was never issued to the complainants. The complainants regularly visited the office of the respondent company for taking possession of the plot but the respondent failed to complete the project and deliver possession. A copy of the minutes of meeting is annexed as Annexure C-6.
7. Complainant is moving from pillar to post and post to pillar for the possession of plot. Complainant represented to Ld. Deputy Commissioner, Rohtak for kind intervention. Minutes of the meeting conducted under the able leadership of Ld. Deputy Commissioner, Rohtak is also attached as Annexure C-7.
8. The main grievance of the complainants is that despite having paid nearly 40% of the total sale consideration since 2010, the respondent has miserably failed to timely develop the site and has delayed delivery of possession by over 11 years. From 2010 no payment demand was raised by the respondent from the complainants.



9. The facts and circumstances enumerated above reveal that there is a deficiency in service of the part of the respondent towards the complainants and thus are liable to be punished.
10. It has been submitted that complainants have been associated with project since 2009 and are the bona-fide buyers, end users having only the objective to construct their dream home and have been since regularly requesting the respondent possession of the plot for which complainants are ready to pay the balance sale consideration.
11. The conduct on the part of respondent regarding delay in delivery of possession of the said plot has clearly manifested that respondent never had any intention to deliver the said plot within stipulated time. All the promises made by the respondent at the time of sale of the involved plot were false. The respondent had made all those false, fake, wrongful and fraudulent promises just to induce the complainants to buy the said plot on the basis of its false and frivolous promises, which the respondent never intended to fulfill. Respondent in its advertisement falsely claimed delivery of possession of March 2012 and resorted to all kinds of unfair trade practices while transacting with the complainant but possession of the plot has not been offered till date. Hence, present complaint has been filed



### C. RELIEF SOUGHT

12. In view of the facts mentioned above, the complainants pray for the following reliefs):-

- i. Hon'ble Authority may kindly be pleased to pass an order or direction to respondent to issue offer of possession of Plot bearing No. D-296 measuring 402 sq. yard to complainant on the receipt of balance sale consideration amount, if any.
- ii. Pass an order to direct the respondent to pay interest at the rate 18% on account of delay in offering possession on the paid-up amount from the date of booking till the date of delivery of possession.
- iii. Award the cost of this complaint in favour of the complainant. Cost of filing this complaint is 55,000/-.
- iv. Authority may pass any order in favour of the complainant in the interest of justice looking into facts and circumstances of case with in four corners of pleadings.

13. During hearing, ld. counsel for the complainants stated that the respondent in its affidavit dated 22.05.2024 had submitted that the allotment of the complainants had been cancelled vide cancellation letter dated 06.12.2012 along with the refund cheque of an amount of Rs. 6,04,386/- which was duly sent to the complainants. Respondent has already admitted that the same could not be delivered due to the provided address being incorrect. Thus

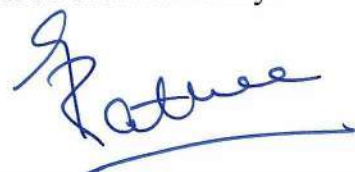


vide order dated 17.12.2024, the complainants were directed to provide fresh address to the respondent. In this regard, it is submitted that the address of the complainants has been the same since past 20 years which is- House No 1974 Housing Board Sector 1, Rohtak 124001 and the same has also been duly mentioned in the proforma- B of the complaint. Fact of the matter is that the respondent had never sent the letter of cancellation dated 06.12.2012 along with cheques for refund of the amount. A payment of ₹9,20,961/- has been lying with the respondent since 20.08.2010 and the respondent has miserably failed to complete the project and deliver possession. Respondent is only engaging in delay tactics. Therefore, he prayed that direction be issued to the respondent to deliver possession of the plot in question along with delay interest for the delay caused in delivery of possession.

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

Learned counsel for the respondent filed detailed reply on 13.07.2023 pleading therein:

14. The present complaint is not maintainable before this Hon'ble Authority for the reason that the Complainant is not an allottee of the respondent company.
15. The present complaint is not maintainable in law, as the relief prayed by the complainants does not fall within the jurisdiction of the Authority.



16. That the present complaint pertains to an un-registered project of the respondent company, therefore in view of the latest judgment by Hon'ble Supreme Court in the case of " Newtech Promoters and Developers Private Limited Vs State of U.P and others" 2020 SCC online SC 1044, this Hon'ble Authority does not have the jurisdiction to entertain the present.
17. Further, the present complaint is barred by limitation and thus this Authority does not have jurisdiction to entertain a time barred complaint.
18. On 15.10.2009, Mr Kamal Singh applied for registration of a plot in the upcoming project of the respondent company and paid an amount of ₹ 2,85,000/- as the booking amount. Vide allotment letter dated 08.06.2010, plot No. D-296 was provisionally allotted to the original allottee. Thereafter, after mutual consent between the original and the complainants, the booking rights qua the plot in question was transferred in favor of the complainants on 09.08.2010. A total of ₹ 9,20,961/- has been received till date from the complainants as well as the predecessor. After 20.08.2010 no further payment has been made in respect of the booked unit.
19. Thereafter, various reminder letters were sent to the complainants regarding the dues of Plot No. D-296 but the complainant never replied to the reminder letter nor were the dues cleared. A copy of the reminder letters dated 09.10.2010, 01.12.2010, 15.04.2011, 09.06.2011, 08.08.2011, 09.09.2011, 04.10.2011, 05.11.2011, 14.11.2011, 14.01.2012 & 07.02.2012 are annexed as annexure R-4 (colly).



20.Despite sending various reminder letters by the respondent the complainant failed to make payments, therefore, on 10.03.2012, the plot in question was cancelled. A copy of the cancellation letter is annexed as Annexure R-1. Thereafter, on 06.12.2012, another cancellation letter was sent to the complainant along with a copy of cheque of refund of ₹ 6,04,386/-. A copy of the letter dated 06.12.2012 is annexed as Annexure R-1.

21.Respondent vide affidavit dated 22.05.2024 has submitted that the complainant had booked a plot in an upcoming project of the respondent. After receiving approved revised layout and revised demarcation and zoning plans the plot of the complainants is not available. The respondent company is not in a position to offer any alternative plot to the complainant.

22.It is pertinent to mention that through affidavit dated 22.05.2024, respondent has placed on record copy of cheque dated 30.11.2012 for an amount of ₹ 6,04,386/- which had been issued to the complainants along with letter of cancellation dated 06.12.2012. However, there is no postal receipt on said cheque which proves that the same had been delivered to the complainants. Further during the course of hearing dated 17.12.2024, learned counsel for the respondent has admitted that the said cheque could not be delivered as the address provided by the complainants was incorrect.

#### **E. ISSUES FOR ADJUDICATION**

23. Whether the complainant is entitled to possession of the unit in question along with interest in terms of Section 18 of Act of 2016?



## F. FINDINGS AND OBSERVATIONS OF THE AUTHORITY

24. In light of the background of the matter as captured in this order and also the arguments rendered by both parties, Authority observes that the respondent in the present complaint has raised a preliminary objection with respect to the maintainability of the present complaint on following grounds:

- i. That complainant is not "an allottee" of the respondent company.

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 complainants(along with the predecessor) had paid a sum of ₹9,20,961/- for purchasing a plot measuring 402 sq. yards against basic sale consideration of



₹ 21,10,500/-, in an upcoming project of the respondent for which receipt dated 28.10.2009, 09.08.2010 and 20.08.2010 have been annexed with the complaint file. Despite taking nearly 40% of the sale consideration, respondent had failed to execute a plot buyer agreement with the original allottee/complainants in respect of the booked unit. At the time of booking/transfer/endorsement the respondent had promised to deliver possession of the booked plot at the earliest. However, respondent failed to deliver possession of the booked plot.

It is the argument of the respondent that complainant is not an allottee of the project. In this regard it is observed that respondent had duly issued an allotment letter specifying a particular plot no. to the original allottee/complainants in the project in question. Complainant has paid a huge amount of ₹9,20,961/- and the same has been accepted by the respondent. This amount would imply that the payment made has been in lieu of a property. Once the respondent has accepted the application form and received payment, the respondent cannot renege from its obligation to deliver possession of the booked property. The fact that a plot buyer agreement/agreement to sell has not been executed between the parties is a default on the part of the respondent. 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 buyer's 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 complainants was denied allotment of a specific unit after following that process. Documents available on record, clearly shows that the complainants were allotted plot bearing no. D-296 in the project in question namely Parsvnath City, Rohtak. Accordingly, the complainants are very much an "allottee" of the plot in project of respondent and are 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

- ii. That the Authority lacks the jurisdiction to adjudicate and grant the relief of refund under section-18 of the RERA, Act 2016. In this regard, reference has been made to the judgment passed by the Hon'ble Apex Court in "Newtech Promoters and Developers Pvt. Ltd versus State of UP and Ors." 2021-2022 (1) RCR (C) 357 and followed in the case of "Ramprastha Promoter and Developers Pvt. Ltd. Verus Union of India and others" dated 13.01.2022 in CWP



bearing number 6688 of 2021 wherein it has been laid down as under:

*" 86. From the scheme of the Act of which a detailed reference has been made and taking note of power of adjudication delineated with the regulatory Authority and adjudicating officer, what finally culls out is that although the Act indicates the distinct expressions like 'refund', 'interest', 'penalty' and 'compensation', a conjoint reading of Sections 18 and 19 clearly manifests that when it comes to refund of the amount, and interest on the refund amount, or directing payment of interest for delayed delivery of possession, or penalty and interest thereon, it is the regulatory Authority which has the power to examine and determine the outcome of a complaint.*

Hence, in the view of authoritative pronouncement of the Hon'ble Supreme Court in the cases mentioned above, the Authority has the jurisdiction to entertain/adjudicate a complaint pertaining seeking refund of amount and interest thereupon.

- iii. Furthermore, respondent has also raised an objection that the present complaint as it pertains to an unregistered project of the respondent therefore the same is not maintainable under RERA Act, 2016. Said plea of respondent regarding rejection of complaint on ground of jurisdiction stands rejected. Authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint. Jurisdiction in matters of unregistered projects has already been decided by the Authority vide its order dated 30.03.2022 in compliant case no. 191 of 2020 titled **Mrs. Rajni &**



**Mr. Ranbir Singh vs. M/S Parsvnath Developers Ltd.'** and same is followed in the present case as well. Relevant part is 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 Section 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 benefit of summary procedure provided under the RERA Act for redressal for their grievances. It is a classic argument in which in 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 a 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 to protect rights of individual allottee vis-à-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 way 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. "*

- iv. Another objection raised by the respondent is that the complaint is barred by limitation. In this regard it is observed that since, the promoter has till date failed to fulfil its obligations to hand over the possession of plot in question bearing no. D-296 in its project, the



cause of action is recurring and the ground that complaint is barred by limitation stands rejected. Further reference in this regard is made to the judgement of Apex court **Civil Appeal no. 4367 of 2004 titled as M.P Steel Corporation v/s Commissioner of Central Excise** wherein it is observed that the Indian Limitation Act applies only to courts and does not apply to quasi-judicial bodies. The scope of the various articles in this division cannot be held to have been so enlarged as to include within them applications to bodies other than courts, such as a quasi judicial tribunal, or even an executive authority. RERA is a special enactment with particular aim and object covering certain issues and violations relating to housing sector. Provisions of the limitation Act 1963 thus 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 Courts.

- v. For the foregoing reasons, the arguments of the respondent company against maintainability of present complaint stands rejected.

25. As per facts and circumstances, a unit had been booked by one original allottee Mr. Kamal Singh on 15.10.2009 in an upcoming project of the respondent company namely 'Parsvnath City' situated at Rohtak. Original allottee was provisionally allotted plot bearing No. D-296, area measuring 402 sq. yds. The basic selling price of the unit was fixed as ₹ 21,10,500/-.



The original allottee sold the booking rights of the plot to the present complainants and the plot was endorsed in favour of the complainants on 09.08.2010. Complainants have made a total payment of ₹ 9,20,961/- to the respondent in lieu of the booked plot. The main grievance of the complainant is that the respondent has miserably failed to complete construction of the project and deliver possession of the plot even after a lapse of 14 years from the date of booking.

26. Admittedly, the delivery of possession of the plot in question has been delayed beyond a reasonable period of time. The plot in question had been booked by the original allottee in 2009. No plot buyer agreement was executed between the parties. In the absence of a plot buyer agreement, it cannot be rightly ascertained as to when the possession should have been delivered to the complainant. In these circumstances, reliance is placed upon the observation of Hon'ble Apex Court in 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 to deliver possession of a unit in cases where there is no fixed deemed date of possession. In captioned complaint, the unit had been allotted on 08.06.2010. Therefore, a period of three years from the said date works out to 08.06.2013, meaning thereby that the respondent should have delivered possession of the floor to the complainants by 08.06.2013.



27. As per observations in the preceding paragraph possession of the floor in question should have been delivered to the complainants by 08.06.2013. However, instead of delivering possession at the proposed time, the respondent had rather cancelled the allotment of the plot of the complainants on 10.03.2012 on account of non payment of dues. In this regard it is observed that the complainants in this case had paid an amount of ₹ 9,20,961/- against basic sale consideration of ₹ 21,10,500/- in respect of the plot in question. The last payment was made by the complainants on 20.08.2010. Thereafter, respondent had issued several reminder notices dated 09.10.2010, 01.12.2010, 15.04.2011, 09.06.2011, 08.08.2011, 09.09.2011, 04.10.2011, 05.11.2011, 14.11.2011, 14.01.2012 & 07.02.2012 to the complainants for making further payment of instalments. However, these demands/instalments had not been paid by the complainants due to which the respondent was constrained to cancel their allotment on 10.03.2012. Thereafter, on 06.12.2012, another cancellation letter was sent to the complainant along with a copy of cheque of refund of ₹ 6,04,386/-. On the other hand, it is the submission of the complainants that they never received the cancellation letter and the alleged cheque of ₹ 6,04,386/-. In this regard it is observed that the respondent has placed on record copies of demand letters issued to the complainant from 09.10.2010 till the year 2012 however, along with said letters there is no proof of dispatch or of delivery of service of these letters upon the complainant. Further during the course of



hearing dated 17.12.2024, learned counsel for the respondent admitted that the cancellation letter dated 10.03.2012 and 06.12.2012 along with cheque could not be delivered to the complainants as the address provided was incorrect. It is relevant to highlight that the complainants have been residing at the same address as that mentioned in the endorsement dated 09.08.2010 which is already available with the respondent. In light of these facts it can be rightly presumed that the alleged demand letters, cancellation letters and the cheque of refund amount were never served upon the complainants and are only an after thought on the part of the respondent. The fact of the matter is that the respondent had taken a huge amount of ₹ 9,20,961/- from the complainants in lieu of plot D-296 but later on failed to follow through with the said booking. The complainant till 20.08.2010 had made payment of nearly 40% of the sale consideration. However, after that there is no valid demand letter placed on record by the respondent which the complainants had failed to honour. Since there is no default on the part of the complainants, thus the respondent could not have cancelled the allotment of the complainants on account of non payment of dues.

28. As per the submissions placed on record, the respondent has admitted that after receiving approved revised layout and revised demarcation and zoning plans the plot of the complainants is not available and that the respondent company is not in a position to offer any alternative plot to the complainant. Admittedly the respondent is still retaining the amount paid by the



complainants in lieu of booking of a property in the project of the respondent. Complainants had been relentlessly pursuing the respondent company seeking possession of their unit but received no response. Complainants have placed on record minutes of meeting dated 07.04.2018 held with the respondent company and copy of complaint filed before Ld. Deputy Commissioner, Rohtak for kind intervention. Respondent on the other hand has been evading its liability for past many years and enjoying the hard earned money deposited by the complainants since 20.08.2010. The complainants have filed the present complaint seeking possession of their plot bearing no. D-296. However, the respondent has submitted before the Authority that respondent is not in a position to offer possession of the plot in question or any other alternative plot to the complainants. Even at present juncture, the respondent is retaining the amount paid by complainants in lieu of owing a property in the project of the respondent. Now after a lapse of more than 14 years and after thoroughly enjoying the amount deposited by the complainants, the respondent cannot be allowed to evade its liability towards the present complainants. The respondent had allotted a specific unit to the complainant, i.e D-296, and taken regular consideration against the same. Though the plot of the complainant is not available after revised zoning plan but that does not diminish the claim of the complainants. In view of this fact, the respondent is directed to offer the complainants possession of a similarly situated plot in Rohtak in any one of its projects at



the same price and consideration as towards plot D-296. The complainants shall further be entitled to receive delay interest for the delay caused in delivery of possession from the deemed date of possession as observed in para 26 of this order i.e 08.06.2013 till the date a valid offer of possession is issued to the complainants. As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. Section 18 of RERA Act, 2016 is reproduced below for reference:

*"If the promoter fails to complete or is unable to give possession of an apartment, plot or building,- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason. He shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act: Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed"*

Further, the definition of term 'interest' is defined under Section 2(z) of the Act which is as under:

*(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation.-For the purpose of this clause-*

*G. Ramesh*

*(i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*

*(ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;*

Rule 15 of HRERA Rules, 2017 provides for prescribed rate of interest

which is as under:

***“Rule 15: “Rule 15. Prescribed rate of interest- (Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19] (1) For the purpose of proviso to section 12; section 18, and sub sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%:***

*Provided that in case the State Bank of India marginal cost of lending rate (NCLR) 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”*

29. Hence, Authority directs the respondents to pay delay interest to the complainants for the delay caused in delivery of possession on the paid amount along at the rate prescribed in Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 i.e at the rate of SBI highest marginal cost of lending rate (MCLR)+ 2 % which as on date works out to 10.90% (8.90% + 2.00%) from the date amounts were paid till the date of valid offer of possession.



30. Authority has got calculated the interest on total paid amount from date of payments till date of order(i.e 05.08.2025) and same is depicted in the table below:

Sr. No.	Principal Amount (in ₹)	Due date of possession/Date of Payment	Interest Accrued till date of order i.e 05.08.2025 (in ₹)
1.	9,20,961/-	08.06.2013	12,21,669/-
<b>Total:</b>	9,20,961/-		12,21,669/-
<b>Monthly Interest:</b>	9,20,961/-		8,251/-


#### F. DIRECTIONS OF THE AUTHORITY

31. 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 shall issue an offer of possession of a similarly situated plot (as plot bearing no. D-296) to the complainants within 15 days of uploading of this order along with detailed statement of accounts of payable and receivable amounts as per the observations recorded in para 28. The respondent shall adjust the component of delay interest admissible to the complainants in the said statement.



- ii. Respondent is directed to pay upfront delay interest of ₹12,21,669/- (till date of order i.e. 05.08.2025) to the complainants towards delay already caused in handing over the possession within 90 days from the date of this order and further monthly interest @ ₹ 8,251/- till the date of issuing a valid offer of possession as per the terms mentioned in this order.
- iii. Complainant will remain liable to pay balance consideration amount to the respondent at the time of taking over of possession.
32. **Disposed of.** File be consigned to record room after uploading on the website of the Authority.

  
.....  
**CHANDER SHEKHAR**  
[MEMBER]

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