



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no:	1758 of 2024
Date of filing:	03.12.2024
First date of hearing:	10.02.2025
Date of decision:	26.05.2025

Mr. Ranjana Grover, W/o Roshan Lal,
R/O HNo. 1613, New HBC, Near Pruthi Hostipal,
Panipat, Haryana-132103

....COMPLAINANT

VERSUS

M/s Parsvnath Developers Ltd.
Parsvnath Tower, Near Shahdra Metro Station,
Shahdara, Delhi-110032

...RESPONDENT

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

Present: - Mr. Yashish Chandra, Id. Counsel for the complainant through VC.
 Ms. Neetu Singh proxy counsel for Adv. Rupali Verma counsel for the respondent through VC.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint has been filed by the complainant on 03.12.2024 under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for

short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the project, the details of 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
1.	Name of the project	Parsvnath City Location: Sonapat, Haryana.
2.	Name of promoter	Parsvnath Developers Ltd.
3.	Date of booking	08.09.2004
4.	Unit No. & Unit area	Plot No. B-3113, Block -B & 502 sq. yds.
5.	Date of allotment	Allotment not made
6.	Date of Plot buyer agreement	19.09.2012
7.	Basic Sale Price	₹18,57,400/-
8.	Amount paid by the complainants	₹27,45,940/- as per complainant and 30,45,384/- as per respondent
9.	Due date of possession	Not mentioned

10.	Offer of possession	Not given till date
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B. FACTS AS STATED IN THE COMPLAINT

3. That the erstwhile buyer booked a plot of 502 sq. yards (419.73 sq. mtrs) @ Rs. 3,700/- per sq. yards and initially deposited Rs. 2,75,000/- as advance part payment vide cheque no. 033384 drawn on Sonapat Central Coop Bank, Sonapat. A receipt for payment of Rs. 2,75,000/- bearing no. PC001093 was issued on 08.09.2004. A copy of duly endorsed Receipt no. PC001093 dated 08.09.2004 is annexed herewith as Annexure P/1.
4. That on demand of respondent another part payment of ₹6,50,000/- was deposited vide Demand draft no. 006300 dated 15.12.2005 drawn on HDFC Bank, New Delhi. Receipt of payment of ₹6,50,000/- bearing no. PH002565 was issued on 24.12.2005 by the Respondent (Annexure-2). Thus, a total amount of ₹9,25,000/-, i.e., substantially/almost 50% of the total consideration amount was deposited with the Respondent.
5. On 29.08.2012, the complainant had paid an amount of ₹18,20,940/- vide Draft no. 010329 dated 29.08.2012. Receipt of payment of ₹18,20,940/- bearing no. S0114970 was issued on 30.08.2012 by the Respondent, annexed as Annexure P/3.
6. On 19.09.2012, a Plot Buyer Agreement w.r.t. subject matter Plot no. B-3113, Block-B at Parsvnath City, Sonapat was executed by Respondent in favour of erstwhile buyer.



7. On 05.07.2022, the rights, title, etc. of erstwhile buyer in subject matter plot was transferred/endorsed by Respondent in favour of the complainant herein, upon fulfilling necessary formalities and payment of admin charges. Thus, consequently, the responsibilities/ liabilities of respondent towards erstwhile buyers since 08.09.2004, also now stood continued towards the complainant. Respondent further clarified that any compensation w.r.t. subject matter flat in favour of erstwhile buyer shall also be credited/given benefit to the complainant. Reference is invited to endorsements made by Respondent in favour of the complainant at the back of receipts and in the Plot Buyer Agreement. Before such transfer, complainant had met the officials of Respondent who had assured/promised that plot shall be delivered immediately upon completion of formalities. Relying inter alia, upon their promises, the complainant took steps to become the owner/allottee of subject matter plot. Form filed for transfer of rights/title in the subject matter property is annexed as Annexure P/5.

C. RELIEFS SOUGHT:-

8. Complainant in his present complaint has sought following reliefs:
- i) Direction to the Respondent to handover the possession of Plot no. B-3113, Block-B at Parsvnath City, Sonapat, Haryana admeasuring 502 sq. yards (419.73 sq. mtrs), at the earliest, preferably within a period of 1 month to the Complainant.



- (ii) Direction to the Respondent to pay to the Complainant interest @24% per annum, from the due date of offer of possession. (i.e. 24.12.2005) till the date of possession of plot, or in the alternative, as per the RERA Rule 15 with the prevailing applicable State Bank of India Highest Marginal Cost of Lending Rate plus two percent.
- (iii) Levy a penalty of 5% of the estimated cost of the real estate project on respondent for breach of its obligation to deliver possession on time under the RERA Act.
- (iv) Any other order as this Authority may deem fit and proper in the interest of justice.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

9. Learned counsel for the respondent filed a detailed reply on 08.05.2025 pleading therein as under :-
- (i) That the present complaint is not maintainable in law, before this Hon'ble Authority and is liable to be dismissed.
 - (ii) The Complainant is a speculator, who has deliberately purchased a unit from open or secondary market in the project in which the due date of possession had passed long back.
 - (iii) That there is no contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016 on behalf of the Respondent, hence the present Complaint is not maintainable.



- (iv) That the present Complaint is liable to be dismissed as the said plot was allotted to someone Mr. Narender Kumar Jain on 2011 & Plot Buyer Agreement was executed in the year 2012, i.e., the Complainant purchased the allotment in the year June'2022 or said Plot was endorsed/transferred in June' 2022 in the records of the respondent Company. Further, in spite of the fact that complainant had known completely about the possession & development of the project, she was ready for getting transferred said Plot in her favour.
- (v) That the Complainant before this Hon'ble Authority has made a speculative investment in the project of the Respondent-Company wherein Complainant invested knowingly and willingly.
- (vi) That on September' 2004, Mrs. Usha Rani (hereinafter referred to as "The Original Applicant") had applied for registration of a residential plot in New Projects or Present & Future (P&F) and filled an advance registration form thereof and agreed to abide with the terms & conditions which were stipulated therein. There was no allotment in the year 2004.
- (vii) The Original Applicant, at the time of registration, had deposited a sum of ₹2,75,000/- (Rupees Two Lakhs Seventy Five Thousand Only) to the Respondent Company. Afterwards on 27.01.2006, the Original Applicant & M/s Mittal Hirise Pvt. Ltd. ("hereinafter referred to as "The Subsequent Applicant") both approached to the Respondent Company for endorsement of said registration in favour of the Subsequent Applicant with relevant &



necessary documentation. Hence, said registration was endorsed in favour of the Subsequent Applicant in the records of the Respondent Company. Till here there was no allotment.

- (viii) That consequently on 06.04.2009, the Subsequent Applicant transferred its rights in said registration in favour of Mr Narender Kumar Jain ("hereinafter referred to as "The Third Applicant") by executing all the relevant & necessary documents for such endorsement/transfer in the records of the Respondent Company.
- (ix) That in the August 2011, the Third Applicant had been allotted a residential plot bearing no. B-3113 having tentatively area admeasuring 502 sq. yards in the township "Parsvnath City, Sonapat" provisionally. It is pertinent to mention that the Basic Selling Price (BSP) of said plot was fixed at ₹18,57,400/- (Rupees Eighteen Lakhs Fifty Seven & Four Hundred Only) excluding other compulsory charges and further Complainant opted to make further payments as per the Special Payment Plan.
- (x) That the Respondent Company had sent two copies of Plot Buyer Agreement (PBA) to the Third Applicant for execution. Afterwards, said Plot Buyer Agreement (PBA) was executed on 19.09.2012 between the Third Applicant cum Allottee and the Respondent-Company with enumerated terms & conditions with determination to stand & abide with



these terms & conditions. A copy of the Plot Buyer Agreement dated 19.09.2012 is annexed herewith as Annexure R-1

- (xi) That, subsequently, the Subsequent Allottee had approached to the Respondent Company regarding the transfer of said plot in favour of Mrs Ranjana Grover (hereinafter referred to as "The Subsequent Allottee cum The Complainant or simply The Complainant") dated 01.06.2022 in the records of the Respondent Company that is, after approximately 11 years of the allotment of the Third Applicant.
- (xii) Since the complainant was coming for endorsement after approx. the expiry of 11 years of the due date of possession on 01.06.2022, the respondent was apprehensive of the conduct of the complainant. Therefore, the complainant had submitted an affidavit with the respondent to wish her approval for not taking any penalty/compensation in case of delay. Copy of said affidavit dated 01.06.2022 is annexed as Annexure R-2.
- (xiii) That the brief fact as regards to the project is that on 10.07.2010, respondent company applied for issuance of LOI for the land admeasuring 51 acres. However, the same was rejected by the competent authority (DTCP) vide letter dated 19.02.2013. Pursuant to that on 19.09.2019, associate company of the respondent company applied for license for the land ad measuring 25.344 acres falling under in the revenue village of Rajpura, Sector 10 & 11, District- Sonapat, Haryana to develop a residential plotted colony. That the inability of the respondent company to



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

(xiv) 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 shall not be issued to the landowner/ developer/its associate companies etc. till the clearance of all the outstanding EDC. Hence despite making all sincere steps, the respondent company is not able to get the LOI of the said project land.

(xv) That despite all the efforts made by the respondent company towards the completion of the said project as well as for getting the LOI, the project could not be regularized and this has caused the abandoning of the project.

(xvi) 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 complainant in terms of clause 5 (b) of the buyer's agreement applicable from the date of endorsement. 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 a plausible solution.



E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

10. During oral arguments complainant reiterated the facts of the complaint. Learned counsel for complainant submitted that he is seeking possession along with delayed interest from the respondent. He further stated that respondent is unable to offer the possession of said plot till date. He requested to kindly impose penalty of 5% of the estimated cost of the project on the respondent for non-delivery of possession in time.

F. ISSUES FOR ADJUDICATION

11. Whether the complainant is entitled to the relief of possession of plot booked by her along with interest for delay in handing over the possession in terms of Section 18 of the RERA Act of 2016?

G. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

12. The Authority has gone through the rival contentions. In light of the background of the matter as captured in this order and also the arguments submitted by both the parties, Authority observes as follows:

(i) Respondent has taken an objection that the complainant is a speculative buyer who has invested in the project for monetary returns and taking undue advantage of RERA Act 2016 as a weapon during the present downside conditions of the real estate market and therefore not entitled to the protection of the Act of 2016. In this regard, Authority observes that "any aggrieved person" can file a complaint against a



promoter, if the promoter contravenes the provisions of the RERA Act, 2016 or the rules or regulations as the case may be. In the present case, the complainant is an aggrieved person who has filed a complaint under Section 31 of the RERA Act, 2016 against the promoter for violation/contravention of the provisions of the RERA Act, 2016 and the Rules and Regulations made thereunder. Here, it is important to emphasize upon the definition of term allottee under the RERA Act of 2016, reproduced below: - Section 2(d) of the RERA Act: (d) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent. In view of the above-mentioned definition of "allottee" as well as upon careful perusal of builder buyer agreement dated 19.09.2012, it is clear that complainant is an "allottee" as plot bearing no. B-3113, Block B measuring 502 sq. yards in the real estate project "Parsvnath City", Sonipat was allotted to her by the respondent promoter. The concept/definition of investor is not provided or referred to in the RERA Act, 2016. As per the definitions provided under section 2 of the RERA Act, 2016, there will be "promoter" and "allottee" and there cannot be a



party having a status of an investor. Further, the definition of "allottee" as provided under RERA Act, 2016 does not distinguish between an allottee who has been allotted a plot, apartment or building in a real estate project for self-consumption or for investment purpose. The Maharashtra Real Estate Appellate Tribunal in its order dated 29.01.2019 in appeal no. 0006000000010557 titled as **M/s Srushti Sangam Developers Ltd. Vs. Sarvapriya Leasing (P)Ltd. And Anr.** had also held that the concept of investors not defined or referred to in the Act. Thus, the contention of promoter that allottee being investor are not entitled to protection of this Act also stands rejected.

(iii) Further, the respondent has objected that the provisions of RERA Act, 2016 cannot be applied retrospectively. This has been already decided by the Hon'ble Supreme Court in case titled **M/s Newtech Promoters & Developers Pvt. Ltd. vs. State of UP & Ors. Etc.** (*supra*), wherein the Hon Apex Court has held as under:-

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



the promoters regarding the contractual terms having an overriding effect over the retrospective applicability of the Act, even on facts of this case”.

In view of the aforementioned judgment, it is now settled that provisions of the Act are retroactive in nature and are applicable to an act or transaction in the process of completion. Thus, the rule of retroactivity will make the provisions of the Act and the Rules applicable to the acts or transactions, which are in the process of the completion though the contract/agreement might have been entered into before the Act and the Rules became applicable. Hence, this objection raised by the respondent is negated.

(iv) Factual matrix of the case is that admittedly, the erstwhile buyer namely Narender Kumar Jain booked a plot of 502 sq. yards (419.73 sq. mtrs) @ Rs. 3,700/- per sq. yards and initially deposited ₹2,75,000/- as advance part payment vide cheque no. 033384 drawn on Sonapat Central Coop Bank, Sonapat, for allotment of a plot of 502 sq. yards. A receipt for payment of ₹2,75,000/- bearing no. PC001093 was issued on 08.09.2004. A copy of duly endorsed receipt no. PC001093 dated 08.09.2004 is annexed as Annexure P/1. Another part payment of ₹6,50,000/- was deposited with Respondent vide demand draft no. 006300 dated 15.12.2005. The Respondent called upon the erstwhile buyer for making payment of remaining amount and immediate delivery of possession of plot. Thus, on 29.08.2012, the respondent paid the an



amount of ₹18,20,940/- through Draft no. 010329 drawn on Citi Bank, New Delhi. Receipt of payment of ₹18,20,940/- bearing no. S0114970 was issued on 30.08.2012 by the respondent, annexed Annexure P/3. On 19.09.2012, a Plot Buyer Agreement regarding Plot no. B-3113, Block-B at Parsvnath City, Sonapat was executed by Respondent in favour of erstwhile buyer. On 05.07.2022, the rights, title, etc. of erstwhile buyer in subject matter plot was transferred/endorsed by Respondent in favour of the complainant.

(v) Perusal of reply filed by respondent reveals that all the previous allottees have deposited ₹30,45,384/- towards the sale consideration of plot, as has been proved by the ledger attached with the reply as Annexure R-3. However, the complainant in his complaint has mentioned that the total paid amount to the respondent is ₹27,45,940/- . It is pertinent to mention here that ledger attached with the reply is up to the date as on 03.05.2025. So, complainant may not be made to suffer due to the inadvertent mistake of his legal counsel. Thus, for considering the total amount paid to the respondent till date, an amount of ₹30,45,384/- is taken into consideration by the Authority.

(vi) Respondent has also taken an objection that complainant had submitted an affidavit with the respondent to wish her approval for not taking /accepting any penalty/compensation in case of delay after conducting due diligence to their satisfaction and being aware of the

status of the project and possession of the plot. To deal with this objection reference is made to **Civil Appeal no. 12238 of 2019** titled as **Pioneer Urban Land & Infrastructure Ltd v/s Govindan Raghavan**. Operative part of the said judgment is being reproduced below:

Section 2 (r) of the Consumer Protection Act, 1986 defines 'unfair trade practices' in the following words : "'unfair trade practice' means a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice ...", and includes any of the practices enumerated therein. The provision is illustrative, and not exhaustive.

In Central Inland Water Transport Corporation Limited and Ors. v. Brojo Nath Ganguly and Ors.,⁴ this Court held that :

"89. ... Our judges are bound by their oath to 'uphold the Constitution and the laws'. The Constitution was enacted to secure to all the citizens of this country social and economic justice. Article 14 of the Constitution guarantees to all persons equality before the law and equal protection of the laws. This principle is that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract, entered into between parties who are not equal in bargaining power. It is difficult to give an exhaustive list of all bargains of this type. No court can visualize the different situations which can arise in the affairs of men. One can only attempt to give some illustrations. For instance, the above principle will apply where the inequality of bargaining power is the result of the great disparity in the economic strength of the contracting parties. It will apply where the inequality is the result of circumstances, whether of the creation of the parties or not. It will apply to situations in which the weaker party is in a position in which he can obtain goods or services or means



of livelihood only upon the terms imposed by the stronger party or go without them.

It will also apply where a man has no choice, or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be. This principle, however, will not apply where the bargaining power of the contracting parties is equal or almost equal. This principle may not 4 (1986) 3 SCC 156.

It applies where both parties are businessmen and the contract is a commercial transaction. ... These cases can neither be enumerated nor fully illustrated. The court must judge each case on its own facts and circumstances." (emphasis supplied) 6.7. A term of a contract will not be final and binding if it is shown that the flat purchasers had no option but to sign on the dotted line, on a contract framed by the builder. The contractual terms of the Agreement dated 08.05.2012 are ex-facie one-sided, unfair, and unreasonable. The incorporation of such one-sided clauses in an agreement constitutes an unfair trade practice as per Section 2 (r) of the Consumer Protection Act, 1986 since it adopts unfair methods or practices for the purpose of selling the flats by the Builder.

7. In view of the above discussion, we have no hesitation in holding that the terms of the Apartment Buyer's Agreement dated 08.05.2012 were wholly one-sided and unfair to the Respondent – Flat Purchaser. The Appellant – Builder could not seek to bind the Respondent with such one-sided contractual terms.

In this case, respondent promoter and complainant were not having equal bargaining power and respondent promoter was in a dominant position. Complainant was bound to sign on dotted lines of affidavit/undertaking

for transfer of rights/ title in the subject matter property in her favor. Said affidavit/undertaking is ex-facie one-sided, unfair, and unreasonable. Therefore said affidavit/undertaking cannot bind the complainant with such one-sided terms.

(vii) Respondent in his reply also contended that he is not able to get the LOI for the project and is not in position to develop the same. Reference is also made to para 3 of the letter dated 19.02.2013 written by DTCP, Haryana to the respondent (Annexure R-3 of the reply). Relevant part of the 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 mail 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 honoring his obligations and complainant cannot be made to suffer because of the repeated and deliberate defaults on the part of the respondent. Therefore, complainant is entitled to the relief of possession alongwith delayed interest.

(viii) In the present case, plot buyer agreement was executed between the parties on 19.09.2012. However, the agreement does not stipulate any time frame for handing over possession. Authority observes that in absence of clause with respect to handing over of possession in the plot



buyer agreement it cannot rightly ascertain as to when the possession of said plot was due to be given to the complainant. It has been observed that period of 3 years is reasonable time for development of a project and handing over of possession as held by **Hon'ble Apex Court in 2018 STPL 4215 SC titled as M/s Fortune Infrastructure (now known as M/s Hicon Infrastructure) & Anr.** Therefore, deemed date of possession works out to be 19.09.2015.

Since complainant is 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 her from deemed date of possession along the 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 is prohibited from alienating the land of the project in question for any purposes except for completion of the project.

(ix) As per Section 18 of Act, 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. 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 (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".

(x) 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.

(xi) Consequently, as per website of the State Bank of India, i.e. <https://sbi.co.in>, the marginal cost of lending rate (in short MCLR) as on date i.e. 26.05.2025 is 9.10%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 11.10%.

(xii) The definition of term 'interest' is defined under Section 2(za) 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-

(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;

(xiii) Authority has got calculated the interest on total paid amount from the deemed date of possession till the date of this order at the rate of 11.10% and said amount works out as per detail given in the table below:

Complaint no. 1758/2024

Sr.no.	Principal Amount	Deemed date of possession i.e. 19.09.2015/ date of payment whichever is later	Interest Accrued till 26.05.2025
1.	₹2,75,000/-	19.09.2015	₹2,95,883/-
2.	₹6,50,000/-	19.09.2015	₹6,99,361/-
3.	₹62,500/-	19.09.2015	₹67,246/-
4.	₹6,53,790/-	19.09.2015	₹7,03,439/-
5.	₹9,77,394/-	19.09.2015	₹10,51,617/-
6.	₹1,89,756/-	19.09.2015	₹2,04,166/-
7.	₹2,00,800/-	01.06.2024	₹21,983/-
8.	₹18,072/-	01.06.2024	₹1,979/-
9.	₹18,072/-	01.06.2024	₹1,979/-
TOTAL=	₹30,45,384/-		₹30,47,653/-
Total amount to be refunded to the complainant = ₹30,45,384/- + ₹30,47,653/- = ₹60,93,037/-			
MONTHLY INTEREST = ₹27,784/-			

(xiv) With regards to the clause (iii) of relief para, it is pertinent to mention here that firstly, complainant has not mentioned anywhere that under which section of RERA Act, she is claiming imposition of cost of 5% on respondent. Secondly, in respect to this issue the Authority observes that the Real Estate Regulatory Authority Act 2016, Rules and Regulations made thereunder provides for various obligations of a promoter including but not limiting to obligations towards the allottees,

association of allottees and the competent authority. With respect to the allottees the Act provides that promoter shall:-

- A. Be responsible for all obligations, responsibilities and functions under the provision of the Act.
- B. To fulfill all obligations as per the agreement for sale.

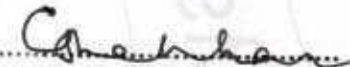
In case a promoter fails to complete or unable to give possession of an apartment, plot or building in accordance with the terms of agreement to sale or duly completed by the dates specified there in, the complainant shall be entitled to either withdraw from the project and seek refund of the amount paid with interest at such rate as may be prescribed including compensation. Provided, where the allottee does not intend to withdraw from the project, he is entitled to interest at the prescribed rate for every month of delay till the handing over of the possession. In present case, complainant is already availing the relief of possession along with delay interest from the respondent. Hence, there is no merit to decide this clause of relief.

H. DIRECTIONS OF THE AUTHORITY

13. 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 issue legally valid offer possession of plot no. B-3113, Block-B A to the complainant within 30 days from the date of obtaining Occupation Certificate.
- (ii) Respondent is directed to pay upfront delay interest of ₹30,47,653/- to the complainant towards delay already caused in handing over the possession within 90 days from the date of this order. Further, on the entire amount of ₹30,45,384/- monthly interest of ₹27,784/- shall be payable by the respondent to the complainant up to the date of actual handing over of the possession after obtaining occupation certificate.
14. **Disposed of.** File be consigned to the record room after uploading of the order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


NADIM AKHTAR
[MEMBER]