



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no:	2062 of 2024
Date of filing:	03.01.2025
First date of hearing:	17.02.2025
Date of decision:	17.11.2025

Ashok Kumar S/P Sh. Ram Chander Mittal,
R/O H. No. 4/5A, Kath Mandi,
Gandhi Nagar, Sonipat, 131001, Haryana

....COMPLAINANT

VERSUS

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

.....RESPONDENT

CORAM: Nadim Akhtar

Member

Present: - Adv. Saurabh Sachdeva, Proxy Counsel for Adv. Gaurav Gupta, Id. Counsel for the complainant through VC.
None for the respondent.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint has been filed by the complainant on 03.01.2025 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, details of sale consideration, amount paid by the complainant, proposed date of 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	17.02.2005
4.	Unit No. & Unit area	Plot No. B-3323, Block -B & 502 sq. yds.
5.	Date of allotment	22.09.2009
6.	Date of Plot buyer agreement	05.05.2011
7.	Basic Sale Price	₹15,81,300/-
8.	Amount paid by the complainant	₹26,11,500/-
9.	Due date of possession	Not mentioned
10.	Offer of possession	Not given till date



B. FACTS AS STATED IN THE COMPLAINT

3. That the Complainant, Ashok Kumar, booked a residential plot admeasuring 502 sq. yards in the Respondent's project after paying an advance amount of ₹6,43,750/- vide receipt dated 17.02.2005(Annexure C-2). Pursuant to the Respondent's demand, Complainant further deposited a sum of ₹6,43,750/- on 19.01.2006(Annexure C-3), as part payment towards the said booking.
4. That after an inordinate delay of more than four years, the respondent issued an allotment letter dated 22.09.2009 for Plot No. B-3323, measuring 502 sq. yards, further demanding payment of additional sums. A copy of the said allotment letter is annexed as Annexure C-4 with the complaint.
5. That thereafter, the respondent, with mala fide intention and for extraneous considerations, started issuing arbitrary demand letters to extort additional money from the Complainant, despite there being no visible or actual development at the project site. The respondent also imposed delay payment charges at an exorbitant rate of 24% per annum, entirely without basis or justification, as reflected in the customer ledger dated 12.02.2010 (Annexures C-5 & C-6).
6. That after a lapse of more than six years from the date of booking, the respondent called upon the Complainant to execute a builder buyer



agreement on 05.05.2011. Upon perusal, the Complainant found the said agreement to be replete with unilateral and one-sided clauses, placing all obligations and penalties upon the Complainant, while granting undue advantages to the respondent. Notably, the agreement did not specify any definite date for handing over the possession of the plot. The respondent, being in a dominant bargaining position, compelled the Complainant to sign the said agreement. The total sale consideration of the plot was fixed at ₹15,81,300/- for which the complainant duly paid ₹26,11,255. A copy of the Builder Buyer Agreement is annexed herewith as Annexure C-7.

7. That despite receipt of the entire sale consideration, the respondent wrongfully raised a demand of ₹7,29,104.67/- towards “delay payment interest,” threatening cancellation and forfeiture of amounts paid. On protest by the Complainant, the respondent agreed to waive off such interest but still coerced the complainant into paying ₹1,00,000/- under the said head, as evident from the customer ledger dated 15.01.2013 (Annexure C-15).
8. That while the respondent has delivered possession of plots to several other allottees in the same project, it has deliberately withheld possession of the Complainant's plot, despite receiving the entire sale consideration. The completion certificate for the project Parsvnath City has not been issued till date, reflecting continued default on the part of the respondent.



9. That the respondent has failed and neglected to offer possession or execute a registered sale deed in favour of the complainant, even after more than a decade from the date of booking. In the absence of a stipulated possession date in the agreement, it is a settled legal principle that possession must be delivered within a reasonable period of three (3) years from the date of booking, thereby fixing the deemed date of possession as 18.02.2008. The Respondent's failure to do so constitutes a gross deficiency in service and breach of statutory obligation.
10. That due to the respondent's failure to offer valid possession and execute the sale deed, the complainant is entitled to delay possession interest on the amount deposited, as per Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, from the deemed date of possession till actual physical handover.
11. That the respondent has unlawfully enjoyed and utilized the complainant's hard-earned money for its own benefit, while the complainant has suffered continuous financial loss, mental agony, and deprivation of property use since 2008.
12. That the complainant is a bona fide purchaser who booked the said plot for personal use and continues to be willing to abide by the terms of booking. However, due to persistent default and mala fide conduct of the respondent, the complainant has been constrained to approach this Hon'ble Forum for redressal of grievances.



C. RELIEFS SOUGHT:-

13. Complainant in his present complaint has sought following reliefs:

- i) The respondent be directed to deliver actual physical possession of the Plot No. B-3323 measuring 502 sq. yds. in their Township under the name and style of "Parsvnath City", Near Tau Devi Lal Park, Sonipat at the rate of Rs.3150/- per Sq. yds. to the complainant after obtaining completion certificate from the competent authorities.
- ii) The respondent be directed to deposit an amount of Rs.42,38,136/- as interest for delay in delivery of possession of the plot from the deemed date of possession till 31/12/2024 and further interest amount till the date of handing over of actual physical possession of the plot as per Rule 15 of HRERA, Rules.
- iii) The respondent be directed to provide latest statement of account for receivables and payables in respect of the booking.
- iv) The respondent be directed to execute registered sale deed in respect of the Plot No. B-3323 measuring 502 sq. yds. in their Township under the name and style of "Parsvnath City", Near Tau Devi Lal Park, Sonipat.
- v) The respondent be directed to handover possession and execute registered sale deed of alternate unit/ plot of same size and measurement, if Plot No. B-3323 measuring 502 sq. yds. in their



Township under the name and style of "Parsvnath City", Near Tau Devi Lal Park, Sonipat is not available either in the same township or other area at the same rate as well as terms and conditions, after purchasing from open market, if required.

vi) Any other reliefs) which this Hon'ble Authority may deem fit in the nature of circumstances may also be granted to the complainant, in the interest of justice.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

14. Learned counsel for the respondent filed a detailed reply on 23.06 .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) 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.
- (iii) That the respondent has successfully developed various real estate's projects around the Country. That the respondent has established a respectable reputation in real estate business circle.
- (iv) That the present Complaint is barred by limitation and the complainant cannot raise a belated claim against the Respondent.
- (v) That the present complaint is liable to dismissed as the flat buyer agreement was executed in the year 2013, i.e., more than 4 years before



the Real Estate (Regulation & development Act), 2016 came into force. Therefore, the provisions of RERA Act are inapplicable to the present agreement. The RERA Act cannot be said to have retrospective application and impose limits, retrospective.

- (vi) That the present complaint is grossly barred by limitation and this Hon'ble Court does not have jurisdiction to entertain a time barred claim. Moreover, in absence of any pleadings regarding condonation of delay, this Hon'ble Court could not have entertained the complaint in the present form. In recent judgment by the Hon'ble Supreme Court in the case of **Surjeet Singh Sahni us. State of U.P and others, 2022 SCC online SC 249**, the Hon'ble Apex Court has been pleased to observe that mere representations does not extend the period of limitation and the aggrieved person has to approach the court expeditiously and within reasonable time. In the present case the complainant is guilty of delay and latches, therefore, its claim should be dismissed.
- (vii) That the captioned complaint is nothing, but just an afterthought filed by the complainant to arm twist the Respondent by misusing provisions of Real Estate (Regulation and Development) Act, 2016 ("Act, 2016" in order to wrongfully gain at the cost of the respondent. Therefore, the captioned complaint is liable to be dismissed in limine with exemplary cost upon the complainant.



- (viii) 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.
- (ix) That, Mr. Ashok Kumar Mittal had been allotted a residential plot bearing no. B-3323 having area tentatively admeasuring 502 sq. yards in the township "Parsvnath City at Sonapat" provisionally. That the basic selling price of said plot was fixed at ₹ 15,81,300/-excluding other compulsory charges.
- (x) That on 24.01.2013, a plot buyer agreement was executed between the complainant and the respondent-company with enumerated terms & conditions. A copy of the plot buyer agreement dated 24.01.2013 is annexed as Annexure R-1 The complainant has deposited ₹ 26,11,500/- with the respondent company till date. A copy of the latest ledger is annexed as annexure R-2
- (xi) That on 10.07.2010, respondent company applied letter of intent for developing a residential colony on the land admeasuring 51 acres. However, the same was rejected by the competent authority vide letter dated 19.02.2013. Copy the letter issued by the DTCP, Haryana stating the reasons for rejection is annexed as Annexure R-3. Pursuant to that on 19.09.2019, one of the association company of the respondent company applied for license for the land admeasuring 25.344 acres falling under in the revenue Village Rajpura, Sector 10 & 11, District- Sonapat, Haryana



to develop a residential plotted colony. An application has been submitted for grant of licence for 25.344 acres through Generous Builders Private Limited, which was rejected by this Hon'ble Authority, which was rejected by the competent Authority.

- (xii) 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.
- (xiii) 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.
- (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 licence should 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 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 be asked to develop and deliver the project which has otherwise become impossible and hence, unviable. 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 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. That further, Clause 5 (b) of the Plot Buyer's Agreement is being reproduced hereunder:-

"Clause 5 (b) In case the plot gets omitted/deleted from the layout plan or the Promoter is not able to deliver the same to the Buyer for any reason other than those relating to acquisition of land as mentioned in Clause 6, the Promoter may offer another plot in the Colony or in its vicinity, if available, and if the same is not acceptable to the Buyer, then the Promoter shall be liable only to refund the actual amount received by it with simple interest@10 % per annum and the Promoter shall not be liable to pay any compensation whatsoever"



- (xvi) That no fresh cause of action or issue has been raised by the complainant in the instant Complaint for adjudication by this Hon'ble Haryana Real Estate Regulatory Authority, Panchkula. Complaint under reply is liable to be dismissed in limine, is that the Complainant is trying to blow hot and cold in same breath. There was no intentional delay on the part of the respondent company and the project could not be developed beyond the control of the respondent company. Thus in view of the same complaint under reply is liable to be dismissed with exemplary costs.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

15. Ld. Counsel for the complainant submitted that the complainant was issued allotment letter for plot no. 3323, Block B admeasuring 419.73 sq. mts. on 22.09.2009. Builder buyer agreement was executed between the parties on 05.05.2011. An amount of ₹ 26,11,500/- has been paid by the complainant against the total consideration of ₹ 26,11,255/-. Details of payment are annexed as annexure C-6 of the complaint. Complainant's booked plot has not been offered to him till date. Complainant is seeking possession of his booked plot along with delay interest.
16. Ld. Counsel for the respondent submitted that the respondent could not obtain necessary approvals from the concerned department and therefore



the project is not viable. However, the respondent is willing to refund the amount paid by the complainant along with interest.

17. Ld. Counsel for the complainant submitted that the present case is similar to complaint no. 723 of 2019 titled as Nishant Bansal vs. Parsvnath Developers Ltd already decided by the Authority and the present case may also be decided in same terms. To this Ld. Counsel for the respondent submitted that the present case is not covered by the same judgement in complaint no. 723 of 2019 titled as Nishant Bansal vs. Parsvnath Developers Ltd.

F. ISSUES FOR ADJUDICATION

18. Whether the complainant is entitled to the relief of possession of plot booked by him 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 raised an objection regarding maintainability of the complaint on the ground that 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.

E.1 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.

E.2 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) Respondent has also taken objection that this complaint is grossly barred by limitation. Limitation Act is not applicable on RERA Act as RERA Authority is a quasi-judicial Authority and is applicable only on Courts. This view gets strength from the judgement of 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 that Limitation Act applies only to the courts and not to the Tribunals. 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 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. Further, the promoter has till date failed to fulfil his obligations because of which the cause of action is re-occurring.



iii) 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-3323, Block B measuring 502 sq. yards in the real estate project "Parsvnath City", Sonipat was allotted to him 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.

iv) 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.

(v) Factual matrix of the case is that admittedly, the complainant booked a plot of 502 sq. yards and initially deposited ₹6,43,750/-. A receipt for payment of ₹6,43,750/- was issued on 17.02.2005. Another payment of ₹6,43,750/- was deposited with respondent vide receipt dated 19.01.2006. Allotment letter for plot no.B-3323 in the project Parsvnath

City was issued to the complainant on 22.09.2009. On 05.05.2011, a Plot Buyer Agreement regarding plot no.B-3323, Block-B at Parsvnath City, Sonapat was executed by respondent in favour of complainant. An amount of ₹ 26,11,255/- stands paid against the basic sales price of ₹15,81,300/-.

(vi) Perusal of ledger attached with the reply also reveals that an amount of Rs. 26,11,255/- stands paid against the basic sales price of plot no. B-3323 measuring 502 sq. yds in Parsvnath City Sonipat.

(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 05.05.2011. 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 **04.05.2014**.

Since complainant is not interested to withdraw from the project and wants to continue with the project, respondent is directed to pay the complainant upfront interest on the amount paid by him from deemed date of possession till 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., 17.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.85%.

(xii) 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-



(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 10.85% and said amount works out as per detail given in the table below:

Complaint no. 2062/2024

Sr.no.	Principal Amount(in ₹)	Deemed date of possession i.e. 04.05.2014/ date of payment whichever is later	Interest Accrued till 17.11.2025(in ₹)
1.	26,11,500/-	04.05.2014	32,72,861/-
MONTHLY INTEREST = ₹ 23,289/-			

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-3323, Block-B to the complainant within 30 days from the date of obtaining Occupation Certificate.
- (ii) Respondent is directed to pay upfront delay interest of ₹32,72,861/- 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 ₹26,11,500/- monthly interest of ₹23,289/- shall be payable by the respondent to the complainant up to the date of actual handing over of the possession after obtaining occupation certificate.
- (iii) Respondent is directed to execute registered sale deed for plot no. B-3323, Block-B "Parsvnath City" Sonipat.

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



.....
NADIM AKHTAR
MEMBER