



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of decision:	23.02.2026
--------------------------	-------------------

Sr. No.	Complaint No(s).	Complainants	Respondents
1.	1797 of 2024	Nishi Rani W/o Jitender Singh R/o House no. 946/31, Gohana Road, near Chotu Ram Dharamshala, Anil Vihar Sonipat, Haryana-131001	M/s Parsvnath Developers Ltd. Office at Parsvnath Tower, Near Shahdra Metro Station, Shahdara, Delhi-110032
2.	1798 of 2024	M/s Raj Gopal Financiers Pvt. Ltd. through its Director namely Raj Gopal R/o House no. 26/109, Shakti Nagar, Delhi 110007	M/s Parsvnath Developers Ltd. Office at Parsvnath Tower, Near Shahdra Metro Station, Shahdara, Delhi-110032

Present:- Adv. Ramesh Malik, counsel for complainants through VC (in both complaints)

Adv. Rupali S. Verma for the respondents through VC (in both complaints)

ORDER (NADIM AKHTAR - MEMBER)

1. This order shall dispose of above captioned complaints filed by the complainants before this Authority 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.

2. The above captioned complaints are taken up together as facts and grievances of these complaints are more or less identical and relate to the same project of the respondents, i.e., "Parsvnath City", situated at Sonapat, Haryana. The fulcrum of the issue involved in these cases pertains to failure on the part of respondent/promoters to deliver timely possession of unit in question. Therefore, Complaint No. 1797 of 2024 titled "Nishi Rani versus M/s Parsvnath Developers Ltd.." has been taken as lead case for disposal of these matters.

A. UNIT AND PROJECT RELATED DETAILS:

3. The particulars of the project have been detailed in the following table:

Sr. No.	Particulars	Details
1.	Name and location of project	Parsvnath City Location: Sonapat, Haryana.
2.	Nature of the Project	Residential colony

3.	Name of the Promoter	Parsvnath Developers Ltd.
4.	RERA registered/not registered	Not registered

4. Further the details of sale consideration, the amount paid by all the complainants and proposed date of handing over of the possession have been given in following table:

Sr. No	Complaint no.	Flat No. and area	DATE OF ALLOTMENT LETTER/ FLAT BUYER AGREEMENT (with original allottee)	DEEMED DATE OF POSSESSION	TOTAL SALES CONSIDERATION (IN RS.)	TOTAL AMOUNT PAID BY THE COMPLAINANTS AS PER RECEIPTS (IN RS.)
1	1797 of 2024	Unit no. B-3114, 502 sq. yds.	Allotment letter- 22.09.2009 Plot Buyer Agreement- 06.04.2012	06.04.2015 (3 years from the date of execution of the agreement)	₹25,85,300/-	₹33,64,655/-
2	1798 of 2024	Unit no. B-3206, 402 sq. yds.	Plot Buyer Agreement- 12.03.2007	12.03.2010 (3 years from the date of execution of the agreement)	₹21,95,925/-	₹26,65,558/-

B. FACTS OF THE COMPLAINT No. 1797 OF 2024

5. Case of the complainants is that the complainant booked a residential plot bearing No. B-3114, measuring 502 sq. yards in the project "Parsvnath City,

Sonipat” being developed by Parsvnath Developers Limited (hereinafter referred to as the “Respondent-Company”). The booking was made by paying a sum of ₹6,43,750/- vide Cheque No. 852787 dated 16.02.2005 and another sum of ₹6,43,750/- vide Cheque No. 852796 dated 18.01.2006.

6. That initially, the Complainant purchased the said plot through transfer from Sh. Atimukt Jain, who had in turn purchased the same from Mrs. Meenakshi Sharma. A Plot Buyer Agreement was executed between Mrs. Meenakshi Sharma and the Respondent-Company on 06.04.2012, wherein all rights and liabilities were duly assigned in favour of the Complainant. The said endorsement stands recorded on page 13 of the agreement. A copy of the Plot Buyer Agreement is annexed herewith as Annexure C-2.
7. That the Complainant has paid a total sum of ₹35,87,455/- towards the consideration of the said plot, including administrative charges. The last payment was made on 14.03.2012. Copies of the statement of account, receipts, and transfer documents between successive transferees are annexed herewith as Annexure C-3 (Colly).
8. That despite having received the entire sale consideration, the Respondent-Company has failed to deliver possession of the said plot to the Complainant even after lapse of more than 19 years from the date of initial booking. This



conduct clearly demonstrates that the Respondent-Company has no intention to honour its contractual commitments.

9. That the acts and omissions of the Respondent-Company are in breach of the terms and conditions of the Plot Buyer Agreement (Annexure C-2), inter alia:
 - Clause 8(a): The promoter was bound not to withhold the plot beyond a reasonable period after receipt of administrative charges.
 - Clause 11(a): The promoter was obliged to execute the conveyance/transfer deed within a reasonable time after demarcation of the plot, which till date has not been done.
 - Clause 5(b): In case of inability to deliver possession, the Respondent was bound either to offer an alternate plot or refund the deposited amount with 10% interest. However, no such action has been taken.
10. That the Respondent-Company has further illegally charged External Development Charges (EDC) from the Complainant, without completing any development work at site or offering possession of the plot.
11. That as per Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, the Complainant is entitled to receive interest on the entire amount paid by them for the inordinate delay in delivery of possession.



12. That under Section 12 of the Real Estate (Regulation and Development) Act, 2016, the Complainant is entitled to claim compensation as the Respondent made false statements in its advertisements and brochures, thereby inducing the Complainant to invest in the project.
13. That upon physical inspection, it is evident that the project site is in a highly under-developed state, with no likelihood of possession being offered in the near future. It has further come to the Complainant's knowledge that requisite statutory approvals have not been obtained by the Respondent-Company.
14. That the Respondent-Company delayed execution of the Plot Buyer Agreement for nearly seven years after collecting substantial amounts from the Complainant. The agreement dated 06.04.2012 was heavily one-sided and drafted to the sole advantage of the Respondent, without prescribing any definite timeline for completion and delivery of possession.
15. That the Complainant has on multiple occasions approached the Respondent-Company and visited the project site, but every time was met with false assurances and excuses. The Respondent deliberately avoided handing over possession and continues to wrongfully withhold the Complainant's hard-earned money.
16. That this Hon'ble Authority, in a similar Complaint No. 865 of 2020, "Deepak Gupta Vs. Parsvnath Developers Ltd.", vide order dated 13.10.2021,



has already held the Respondent liable for similar acts of delay and directed it to pay upfront and monthly interest to the allottees till possession is delivered. A copy of the said order is annexed as Annexure C-4.

17. That due to the prolonged delay, the Complainant has suffered huge financial losses, harassment, mental agony, and trauma. The Respondent has misappropriated the Complainant's funds for its own purposes instead of utilizing them for project development.
18. That the project has not been registered under Section 3 of the RERA Act, 2016, thereby attracting penal consequences under Section 59 of the Act, which prescribes penalty up to 10% of the estimated project cost.
19. That the Respondent's conduct amounts to fraud, cheating, breach of trust and adoption of unfair trade practices, attracting the ingredients of Sections 406, 420, and 120-B of the Indian Penal Code, 1860, in addition to violation of the provisions of RERA.
20. That there is no other complaint pending or decided before any forum in respect of the subject plot. Hence, the present complaint is being filed before this Hon'ble Authority for seeking appropriate relief.



C. RELIEFS SOUGHT

21. Complainant has sought following reliefs:

- a. To direct the respondent -Company to offer actual physical possession of the Plot in question, i.e., Plot:-B-3114, Parsvnath City, Sonipat, Haryana;
- b. To direct the respondent -Company to obtain license from Haryana Town & Country Planning, Haryana of the project Parsvnath City, Sonipat, Haryana;
- c. To direct the respondent-Company to get conveyance deed executed within a time bound manner qua plot No.: B-3114, Block-B, Parsvnath City, Sonipat, Haryana;
- d. To Direct the respondent -Company to pay interest on delayed possession for more than 12 years as per Rule 15 of Haryana Real Estate (Regulation And Development) Rules, 2017 to the complainant;
- e. To direct the respondent to pay ₹10,00,000/- as part of damages to the complainant on account of mental agony, torture and harassment;
- f. To direct the respondent company to pay affront interest and monthly interest to the complainant in pursuance of the order dated 13.10.2021 passed in complaint No.865 of 2020(C-4).
- g. To Direct the respondent-Company to refund all legal expenses of ₹1,00,000/- incurred by the complainant;



h. Any other relief- remedy which is deemed fit by this Hon'ble Authority in the present facts and legal preposition of the case.

D. REPLY ON BEHALF OF RESPONDENT

22. Respondent has filed a detailed reply in the registry on 30.04.2025 pleading therein as under-
23. That the Complainant has purchased the rights of the subject unit almost nine years after the stipulated possession date and therefore, is not entitled to claim any benefit of delay for the period prior to her endorsement.
24. That the rights of an allottee accrue only from the date of her own allotment/endorsement and cannot relate back to the rights or entitlements of her predecessor in title. Therefore, the Complainant cannot claim any relief on account of delay in possession prior to her endorsement.
25. That there is no contravention of the provisions of the Real Estate (Regulation and Development) Act, 2016 on part of the Respondent, and hence, the present Complaint does not fall within the jurisdiction of this Hon'ble Authority.
26. That the plot in question was originally allotted to one Mrs. Meenakshi Sharma in the year 2009 and the Plot Buyer Agreement was executed in 2012, whereas the Complainant entered the picture only in 2021, long after the project had already been delayed.



27. That the Complaint has been filed as an afterthought and with the sole intention to arm-twist the Respondent and misuse the provisions of the RERA Act, 2016 for unjust enrichment. That the Complaint is therefore liable to be dismissed with exemplary costs.
28. That the Complainant, having knowingly invested in a delayed project, is estopped from claiming compensation for past delay, particularly when she herself has furnished an affidavit restricting her rights.
29. That the provisions of the Act, 2016 are prospective in nature and cannot be applied retrospectively to events and obligations that had already matured long before its enactment.
30. That on 16.02.2005, one Mr. Mohan Lal, hereinafter referred to as the "Original Applicant," applied for registration of a residential plot in the Respondent's upcoming project and deposited a sum of ₹6,43,750/-.
31. That at the stage of registration, no specific allotment was made in favour of the Original Applicant.
32. That subsequently, the said registration was endorsed in favour of one Mr. Ajay Bansal, hereinafter referred to as the "Subsequent Applicant," on his request and with due documentation.



33. That thereafter, on 28.01.2009, the Subsequent Applicant transferred his rights in the said registration in favour of one Mrs. Meenakshi Sharma, hereinafter referred to as the "Original Allottee."
34. That vide Allotment Letter dated 22.09.2009, the Original Allottee was allotted a residential plot bearing No. B-3114, admeasuring 502 sq. yards, in the project "Parsvnath City, Sonapat" at a Basic Sale Price of ₹25,83,300/- after adjusting a discount of ₹50,200/-. A copy of the Allotment Letter is annexed as Annexure R-1.
35. That on 18.12.2009, the Respondent forwarded two copies of the Plot Buyer Agreement to the Original Allottee, which were duly executed between the parties. A copy of the PBA is annexed as Annexure R-2.
36. That the Original Allottee defaulted in making timely payments despite repeated reminders issued by the Respondent.
37. That on 02.04.2012, the said plot was transferred in favour of one Mr. Atimukt Jain, hereinafter referred to as the "Subsequent Allottee," after due endorsement.
38. That thereafter, vide Agreement to Sell dated 11.10.2021, the Subsequent Allottee transferred his rights in the subject plot in favour of Mrs. Nishi Rani, the present Complainant, who got the endorsement done in the Respondent's record on 13.10.2021, i.e., almost nine years after the due date of possession.



39. That in view of the extraordinary delay already existing in the project, the Respondent insisted upon and obtained an Affidavit dated 13.10.2021 from the Complainant, wherein she categorically undertook that she shall not claim or accept any penalty/compensation for delay prior to the date of endorsement in her favour and that her entitlement, if any, shall be restricted only to the period of delay, if any, occurring after such endorsement. A copy of the Affidavit is annexed herewith as Annexure R-3.
40. That cumulatively, all the previous allottees, including the Complainant, have deposited a total sum of ₹35,87,455/- with the Respondent towards the said plot.
41. That as regards the statutory approvals of the project, the facts are stated as under:
- That on 10.07.2010, the Respondent applied for Letter of Intent for developing a colony over 51 acres of land; however, the application was rejected by DTCP vide letter dated 19.02.2013. A copy of the rejection is annexed as Annexure R-4.
 - That on 19.09.2019, an associate company of the Respondent applied for licence for 25.344 acres of land situated at Village Rajpura, Sectors 10 and 11, Sonapat. Said application was also rejected by the Competent Authority.



- That further, the project land was subject to heavy encroachments from local farmers despite payment of sale consideration, which rendered the development work impossible.
 - That due to such circumstances, beyond the control of the Respondent, the project had to be abandoned.
42. That vide policy decision dated 11.01.2022, the Government of Haryana has further barred issuance of fresh licences to any developer or its associate companies having outstanding statutory dues exceeding ₹20 Crores, which constraint has also affected the Respondent.
43. That in view of the above circumstances, which were wholly beyond the control of the Respondent, the Respondent is unable to deliver possession of the said plot and is, therefore, willing to refund the actual amount deposited, in accordance with Clause 5(b) of the Plot Buyer Agreement, which specifically provides that in the event of non-delivery of possession, the liability of the Respondent shall be limited to refund of the actual amount received along with simple interest @10% per annum.
44. That in terms of Section 18(1) of the Act, 2016 as well as Clause 5(b) of the Plot Buyer Agreement, refund is the only plausible remedy in the present case and, therefore, the Complainant's prayer for possession or for delayed possession charges over the past twelve years is wholly untenable in law.



E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANTS AND RESPONDENTS

45. During oral arguments ld. counsel for complainant reiterated the facts of the complaint. He submitted that as per last orders dated 01.12.2025, 27.10.2025 and 29.09.2025 cases were adjourned for exploring the opportunity of settlement. However, no settlement has been arrived at between the parties. Complainant 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 the Authority to decide the matter as per available documents.
46. On the other hand, ld. counsel for the respondent stated that the complainant acquired the plot in 2021, almost six years after the expiry of due date of possession. Further, clause 5(b) of the Plot Buyer Agreement limits the Respondent's liability only to refund of the actual amount received with simple interest @10% p.a. and possession cannot be offered to the complainant.

F. ISSUE FOR ADJUDICATION

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



G. OBSERVATIONS AND DECISION OF AUTHORITY

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 Plot buyer agreement dated 06.04.2012, it is clear that complainant is an "allottee" as plot bearing no. B-3114, 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 is 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.



- (ii) *Further, the respondent has objected that the provisions of RERA Act, 2016 cannot be applied retrospectively.*

This issue 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.



48. Factual matrix of the case is that admittedly, on 16.02.2005, Mr. Mohan Lal, applied for registration of a residential plot in the Respondent's upcoming project and deposited a sum of ₹6,43,750/-. However, no specific allotment was made in favour of him. Subsequently, the said registration was endorsed in favour of Mr. Ajay Bansal. Thereafter, on 28.01.2009, Mr. Ajay Bansal transferred his rights in the said registration in favour of Mrs. Meenakshi Sharma. That vide Allotment Letter dated 22.09.2009, Mrs. Meenakshi Sharma was allotted a residential plot bearing No. B-3114, admeasuring 502 sq. yards, in the project "Parsvnath City, Sonapat" at a Basic Sale Price of ₹25,83,300/- after adjusting a discount of ₹50,200/-. Plot buyer agreement was executed between Mrs. Meenakshi Sharma and respondent on 06.04.2012. That on 02.04.2012, the said plot was transferred in favour of Mr. Atimukt Jain, which can be inferred from page no. 32 of reply. Subsequent Allottee transferred his rights in the subject plot in favour of Mrs. Nishi Rani, the complainant, who got the endorsement done in the Respondent's record on 13.10.2021. Respondent in his reply has admitted that previous allottees have deposited ₹35,87,455/- towards the sale consideration of plot.
49. Respondent has also taken an objection that complainant had submitted an affidavit dated 13.10.2021 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.

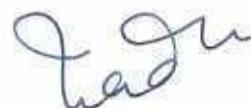
50. Respondent in his reply has also contended that he is not able to get the LOI for the project and is not in position to develop the same. Reference is also made to Para 3 of the letter dated 19.02.2013 written by DTCP, Haryana to the respondent (Annexure R-4 of the reply). Relevant part of the said 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.



51. In the present case, plot buyer agreement was executed between the parties on 06.04.2012. 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 06.04.2015.
52. 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 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.
53. 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".

54. 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.
55. 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. 23.02.2026 is 8.80%. Accordingly, the prescribed rate of interest will be MCLR + 2% i.e. 10.80%.
56. 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;

57. 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 10.80% and said amount works out as per detail given in the table below:

i. Complaint no. 1797/2024

Sr. no.	Principal Amount in ₹	Deemed date of possession/ date of payment whichever is later	Interest Accrued till 23.02.2026 in ₹
1.	₹33,64,655/-	2015-04-06	₹39,59,379/-
Monthly interest = ₹57,743/-			

ii. Complaint no. 1798/2024

Sr. no.	Principal Amount in ₹	Deemed date of possession/ date of payment whichever is later	Interest Accrued till 23.02.2026 in ₹
1.	80000	2012-01-13	122049
2.	191022	2010-04-10	327769
3.	29389	2012-12-26	41810
4.	1925555	2010-03-12	3320522
5.	219592	2010-07-10	370878

6.	220000	2010-12-31	335634
Total	2665558		4518662
Monthly interest = ₹22084/-			

58. The complainants are also seeking compensation of ₹10,00,000/- on account of mental agony, torture and harassment and ₹1,00,000/- as legal expenses. It is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "*M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors.*" (supra,), has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses.
59. Complainant with regard to relief no (b), of this order has neither pressed upon nor argued during hearing. Therefore, Authority deems appropriate not to adjudicate upon these reliefs.



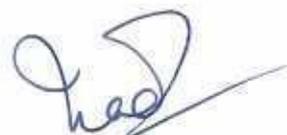
H. DIRECTIONS OF THE AUTHORITY

60. 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 offer possession of the unit within next 45 days from the date of uploading of the order alongwith Statement of Account issued in compliance of directions passed in this order incorporating therein delay interest to the complainants towards delay already caused in handing over the possession and monthly interest as mentioned in paragraph 57 of the order.
 - ii. Further respondent is directed to execute the Conveyance Deed within 90 days after handing over of the valid legal possession to the complainants.
 - iii. Complainants will remain liable to pay balance consideration, if any, amount to the respondent at the time of actual possession offered to them in terms of this order of the Authority.
 - iv. The rate of interest is chargeable from the complainants by the respondent, in case of default shall be charged at the prescribed rate i.e., 10.80% which is the same rate of interest which the respondent shall be liable to pay to the complainants.



- v. The respondent shall not charge anything more from the complainants except what is decided by the Authority in this order.

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



.....
NADIM AKHTAR
[MEMBER]

