



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

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| Complaint no.: | 1093 of 2024 |
| Date of filing: | 11.09.2024 |
| Date of first hearing: | 21.10.2024 |
| Date of decision: | 23.02.2026 |

Kanwal Nain Singh S/o late Sh. Mehar Singh Gujral,
R/o C-1/43 GF, Janakpuri B-I,
I.S.O West Delhi
Delhi- 110058

....COMPLAINANT

VERSUS

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

....RESPONDENT

Present: -

Mr. Ramesh Malik, counsel for the complainant through video conference.

Ms. Rupali Verma, counsel for the respondent through video conference.

ORDER (NADIM AKHTAR - MEMBER)

1. Present complaint dated 11.09.2024 has been filed by complainant under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

A. UNIT AND PROJECT RELATED DETAILS

2. The particulars of the unit booked by complainant, the details of sale consideration, the amount paid by the complainant and details of project are detailed in following table:-

| S.No. | Particulars | Details |
|-------|------------------------------------|--|
| 1. | Name of the project | “Present and Future projects”; Location: Parsvnath City, Sonepat,. |
| 2. | Date of application by complainant | 25.09.2004 |
| 3. | Date of allotment | Not made |
| 4. | Date of builder buyer agreement | Not executed |
| 5. | Total sale consideration | Not mentioned |



| | | |
|----|--------------------------------|------------------------|
| 7. | Amount paid by the complainant | ₹5,62,000/- |
| 8. | Due date of possession | Cannot be ascertained |
| 9. | Offer of possession | Not offered till date. |

B. FACTS OF THE COMPLAINT

3. Facts of complainant's case are that on 13.08.2004, the complainant booked a plot admeasuring 300 sq. yd. in a township named 'Parsvnath City', under 'Present and Future Scheme' launched by respondent company at Sonapat, Haryana by paying booking amount of ₹1,75,000/-.
4. That total consideration of the booked plot was ₹ 10,80,000/- out of which an amount of ₹5,40,000/- stands paid by the complainant for which receipts have been duly issued by the respondent.
5. The conduct of non-delivery of residential plot by respondent - Company to the complainant even after lapse of more than 19 years suggests that there is absolutely no intention by respondent -Company to fulfill contractual obligations entered with the complainant.
6. That the respondent even inspite of making a payment of ₹5,40,000/- did not allot a plot to the complainant even inspite of passage of approximately 19 years. The complainant visited the office of the

respondent many time and always he was given assurance that very soon he would be allotted a plot.

7. That the conduct of non-delivery of residential plot by respondent - Company to the complainant even after lapse of more than 19 years suggests that there is absolutely no intention by respondent -Company to fulfill contractual obligations entered with the complainant.
8. That the act and conduct of respondent -Company is quite contrary to the settled terms and conditions as entered between the complainant and respondent - Company. It is patent from the present facts that there has been non-fulfillment of commitment on the part of respondent -Company and the same has been acting contrary to the terms settled at the time of booking of the plot.
9. That it is submitted that despite lapse of 19 years from the date of booking of plot, the plot has not been demarcated by the respondent - company till date. That the complainant/allottee is entitled for receiving interest on the amount paid to the respondent -Company as per mandate of Rule 15 of Haryana Real Estate (Regulation And Development) Rules, 2017, in accordance with which the complainant/allottee is entitled for interest equivalent to rate of interest of State Bank of India's highest Marginal Cost of Lending Rate (MCLR) Plus 2%.



10. That the respondent -Company is liable to pay compensation to the complainant for loss/damage sustained due to incorrect/false statement in the advertisement/ prospectus/brochure in terms of section 12 of The Real Estate (Regulation And Development) Act, 2016.
11. That it has also transpired after physically inspecting the site that in near future also there is no scope of handing over possession of Residential Plot in question as on the project site the development of the area is very limited. It has also come to the knowledge of the complainant that requisite approvals from the authorities have also not been taken by respondent -Company concerned, which further strengthens the belief of the complainant that it has committed fraud on public at large by alluring them towards project, in question.
12. That the respondent -Company has withheld the hard-earned money of the complainant for their benefit and have used the money for their own purpose and did not invest the money in the completion of the project for which the complainant was duped to pay.
13. That the respondent -Company has not communicated with the complainant since the year 2006 and now after lapse of more than 19 years the complainant has no hope to get possession of the booked plot in near future.
14. That the complainant on numerous occasions visited the project site to watch the development of the area of the residential plot but always



was disappointed as the development work was almost at a standstill with no progress.

15. That the issue/ controversy involved in the present complaint is no more res-integra as this Hon'ble Authority has directed the respondent promoter in case of a plot "Parsvnath City, Sonipat" whereby the promoter has been directed to hand over possession of booked plot to the similarly situated complainant in case of complaint No.723 of 2019 titled as Nishant Bansal Versus M/s Parsvnath Developers Ltd. Vide order dated 11.03.2020 and the same has been upheld by the Hon'ble Haryana Real Estate Appellate tribunal in bunch of appeals vide order dated 31.10.2022 even by modifying the order of the Hon'ble Authority to the extent in Para No.24 and 25 "That though, the learned Authority by way of impugned order had directed the appellant to allot and deliver the possession of the booked plots to the respondents/ allottees in the project Parsvnath City, Sonipat, but did not award the interest at the prescribed rate, as stipulated in the proviso to Section 18(1) of the Act, which lays down that where an allottee does not intend to withdraw from the project, he/she shall be paid, by promoter, interest for every month of delay till the handing over the possession, as such rate as may be prescribed. Accordingly, the respondents/ allottees are entitled to the prescribed rate of interest i.e. at the SBI highest marginal cost of lending rate (MCLR) +2% I.I.



10.25% after a period of three years from the date of deposit of the amount which is a reasonable period for completion of the contract, till the handing over the possession.

C. RELIEF SOUGHT

16. The complainant in his complaint has sought following reliefs:

- (i) To direct the respondent -Company to allot the plot and hand over the actual physical possession of the plot in question in the project of respondents:
- (ii) To Direct the respondent - Company to pay interest on delayed possession for more than 18 years as per Rule 15 of Haryana Real Estate (Regulation and Development) Rules, 2017 to the complainant;
- (iii) To direct the respondent to pay ₹10,00,000/- as part of damages to the complainant on account of mental agony, torture and harassment:
- (iv) To Direct the respondent to deliver valid possession of the plot to the complainant in his project named Parsvnath city Sonipat on payment balance sale consideration and plus all statutory charges as have be charged from the other allottees of the Parsvnath City project Sonipat;



- (v) To Direct the respondent to provide the relief as has been held by Hon'ble Appellate Tribunal in case of Nishant Bansal Case;
- (vi) 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 SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed a detailed reply on 22.05.2025 pleading therein:-

17. That, the present complaint is not maintainable before this Hon'ble Authority for the reason that the complainant is not an allottee of the respondent company and the registration was mere an expression of interest towards the future project of the respondent.
18. That, as per section 2(d) of the Real Estate (Regulation and Development) Act, 2016, the definition of allottee is reproduced for case of the Authority.

“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;



19. That the money receipts attached to the complaint is for the expression of interest shown by the complainant in the present and future project or new projects of the respondent-company. However, the complainant was never allotted any unit/ plot in any of the projects of the respondent-company as he did not meet the criteria so laid down by the respondent-company.
20. 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 present form. In recent judgment by the Hon'ble Supreme Court in the case of '*Surjeet Singh Sahni vs. State of U.P and others*', 2022 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 laches, therefore, her claim should be dismissed.
21. That in the year August 2004, one Mr. Himanshu Gupta had shown his interest towards Present and Future Projects/New Projects of the respondent-company. Later in the year 2005 said expression of interest was transferred in favor of Mr. Mehar Singh Gujral. Said



registration was later endorsed in the name of the complainant Mr. Kanwal Nain Singh.

22. That the complainant was well aware of the fact that no allotment was made to him, still the Complainant had voluntarily staying to continue with the said expression of interest or said advance registration. Therefore, at this stage, the prayer as regard to entitlement of plot with other relives is not maintainable before this Hon'ble Authority.
23. That there is no 'Agreement to Sale' between the parties and therefore, reliefs sought under section 18 of the RERA Act, 2016 are not maintainable before this Hon'ble Authority.
24. That there is no contravention of the Real Estate (Regulation and Development) Act, 2016 on behalf of the Respondent, hence the present complaint is not maintainable.
25. That similar appeal titled as "**Savita Khaturia v. M/s Parsvnath Developers (P) Limited Appeal No.193 of 2019**", the Hon'ble Tribunal had been pleased to dispose of the appeal filed for granting the possession of plot by an allottee upholding the direction rendered by the Id. Regulatory Authority to refund the earnest amount along with interest.
26. That it is further a settled principle of law that an agreement to enter into another agreement is not valid/enforceable. In this particular case there was not even an agreement confirming to enter into an another



agreement. Therefore, the prayer to allot plot is misconceived and therefore, not maintainable.

27. That the complainant was very well aware with the fact that neither any location nor any site of the project was confirmed at the time of registration. Further, the Complainant while filling up the Application Form gave an undertaking that in case no allotment is made, then he shall accept the refund of the amount deposited by himself towards the registration. The relevant clauses of the application form are mentioned hereunder:

(a) That you offer me/us a residential plot which you may promote in the near future within a period of six months.

(b) That the said advance would be adjusted against the booking amount payable by me/us as and when a residential plot is allotted in my/our name.

(c) That in the event the residential plot is allotted after nine months, simple interest @10% per annum shall be paid to me/us for the period delayed beyond nine months on the amount paid by me/us as advance till such the I/We am/are allotted a residential plot or adjusted against the price of the plot to be allotted to me/us.

(d) In case the Company fails to allot a plot within a period of one year from the date of making payment, then I/We would have the option to withdraw the money by giving one-month notice.



(e) That it is understood that the Company shall allot me a residential plot at price which is Rs. 300/- (Rupees Three Hundred Only) per square yard less than the launch price.

(f) Though the Company shall try to make an allotment but in case it fails to do so for any reason whatsoever, no claim of any nature, monetary or otherwise would be raised by me/us except that the advance money paid by me/us shall be refunded to me/us with 10% simple interest per annum.

28. That Clause 'f' of the Application Form which clearly states that while proceeding ahead with the purchase, the original applicant has clearly understood that no allotment was made in his favour and the original applicant had further given the undertaking that in case no allotment is possible in future, then he would accept refund with simple interest at the rate of 10% per annum.
29. That the original applicant endorsed his interest in favour of Mr. Mehar Singh Gujral and he executed an affidavit cum undertaking which clearly stipulates that in case the complainant is not allotted any plot in upcoming project of the respondent, he shall accept refund of the deposited amount with 9% simple interest per annum. Said registration was endorsed in favour of complainant on 11.02.2010 after submission of relevant documents. Therefore the complainant must abide by the terms and conditions of signed and executed affidavit cum undertaking.



30. That no demand was ever raised by the Respondent Company from the Complainant after the year 2006, which establishes the fact that no unit was allotted to the complainant and said registration, was merely an expression of interest/advance registration towards the new projects of the respondent-company. The complainant never approached the respondent-company because the complainant before this Hon'ble Authority was well aware of the fact that there was no allotment in his favour.
32. That it is pertinent to state that in absence of any agreement to sale, the Complainant is strictly bound by the terms & conditions of the application form which is duly signed & executed by the Complainant.
33. That the money receipts would show that necessary ingredients of an agreement much less a valid contract is conspicuously missing. In the receipts, which have been annexed by the Complainant in the present Complaint, there is no plot number, no plot size and no specification of the project and rather, receipts specifically mention advance against present and future/new projects.
34. That the present complaint filed by the complainant before this Hon'ble Authority, besides being misconceived and erroneous, is untenable in the eyes of law. The Complainant had misdirected himself in filing the above captioned Complaint before this Hon'ble



Authority, Panchkula as the relief (s) claimed by the Complainant does not even fall within the realm of jurisdiction of this Hon'ble Authority, as there is neither any allotment nor any agreement to sale which can be adjudicated by this Hon'ble Authority.

35. That no cause of action has arisen in favour of the complainant to file the present complaint. Further, the complaint is barred by limitation and deserves and outright dismissal on this ground alone.

E. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENT

36. Id. Counsel for the complainant submitted that captioned case is covered by the judgment in complaint case no. 723 of 2019 titled Nishant Bansal vs. Parsvnath Developers Ltd and therefore the present cases may also be disposed off in same terms.

37. The learned counsel appearing for the respondent has contended that the factual matrix of the present case does not fall within the ambit of the judgment rendered in Complaint Case No. 723 of 2019, titled Nishant Bansal vs. Parsvnath Developers Ltd. She submitted that no demand whatsoever was raised by the respondent in respect of the said booking after the year 2006. She further urged that the complainant is merely a subsequent allottee and that no privity of contract or mutual understanding ever came into existence between the complainant and



the respondent. It is further contended that the alleged transaction was, at best, an expression of interest and did not culminate in the allotment of any specific plot in favour of the complainant. Admittedly, no builder-buyer agreement was executed between the parties. The receipts relied upon by the complainant pertain only to the respondent's present and future projects and do not confer any vested or enforceable right in respect of any particular plot.

F. ISSUES FOR ADJUDICATION

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

II. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

39. Authority has heard arguments of both parties and has perused the documents available on record. Earlier the Authority was adjourning the complaint cases similar to complaint no. 723 of 2019 tiled as Nishant Banal vs. Parsvnath Developers Ltd in view of the ongoing appeal pending in those cases in Hon'ble Punjab and Haryana High Court, however since there is no stay in the said appeal Authority is proceeding to decide the case on merits. After going through the submissions made by both the parties, Authority observes as under:-



- (i) It is an admitted fact that the original allottee made advance registration for a plot in the present and future project of the respondent M/s Parsvnath Developers Ltd. in August 2004 and paid an amount of ₹1,75,000/- towards sales consideration. Thereafter, complainant stepped in to shoes of the original allottee on 11.02.2010 which has been duly confirmed by the respondent. It is an admitted fact that even after a lapse of 21 years, no allotment of plot has been made by the respondent. Ld. Counsel for respondent has stated that even today respondent is not in a position to allot a plot to the complainant. Thus, the respondent who has accepted an amount of ₹5,40,000/- way back in the year 2004-2006 has been in custody of the money paid for allotment of the plot and has been enjoying benefits out of it. The issue which needs adjudication in this complaint is whether complainant is entitled to the relief of possession of plot booked by him along with interest for delay in handing over the possession in absence of builder buyer agreement and allotment.
- (ii) On perusal of record and after hearing both the parties, Authority observes that the respondent has taken a stand that present complaint is not maintainable for the reason that complainant is not “an allottee” of the respondent company and registration was mere an expression of interest towards future project of respondent. Before adjudicating upon said issue, it is important to refer to the definition of allottee as



provided in Section 2(d) of the Act. Said provision is reproduced below for reference:

“Section 2(d): Allottee: in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.”

On bare perusal of the definition of “allottee”, it is clear that the transferee of an apartment, plot or building is an allottee. The mode of transfer may include issuance of booking receipts, issuance of allotment letter, exchange of development rights etc. Upon careful perusal of documents on record, it is revealed that complainant had paid a sum of ₹1,75,000/- for purchasing a plot measuring 300 sq. yards in next project of respondent. It was agreed between the parties that respondent shall allot a residential plot to applicant and in case he fails to do so for any reason whatsoever, advance money paid by applicant shall be refunded to her with 10% interest per annum. However, subsequent thereupon the respondent promoter accepted another payment of ₹3,65,000/- from the complainant on 09.02.2006. The fact that the respondent had accepted subsequent payment from the complainant apart from the initial booking amount and had issued receipts for the same clearly shows that respondent had recognised the



applicant as his allottee. Acceptance of multiple payments shows that the complainant is an allottee and is covered within the definition of allottee as provided under Section 2(d) of the RERA Act of 2016.

- (iii) Respondent in his reply has contended that there is no “agreement to sale” between the parties and therefore relief sought under Section 18 of RERA Act is not maintainable. If argument of respondent is accepted that there was no “agreement to sale” between the parties, it would imply that respondent, who is into the business of real estate development, had accepted payment of ₹ 5,40,000/- and issued receipts to the complainant for ‘nothing in return’, which is impossible and hard to believe. Mere fact that an allotment letter specifying a particular unit no. was not issued to complainant or a builder buyer agreement was not signed by the complainant does not mean that he was not an allottee of the respondent. Once respondent has accepted the application form and received multiple payments from complainant for purchase of a unit in his project and has agreed to sell the plot as per price mentioned in application form, it was his duty to allot HIM a specific unit no. and execute a builder buyer agreement within a reasonable time. Failure on its part to do so will not affect the rights of applicant as an allottee. It is observed that the promoter has accepted an amount of ₹5,40,000/- for the unit and therefore same cannot be considered as mere ‘expression of interest.’



Even an application form will be treated as agreement for selling the property. The definition of “agreement for sale” as provided in Section 2(c) means an agreement entered into between the promoter and the allottee. The definition is not restricted to execution of a builder buyer agreement. Accepting the payment towards a unit in present and future project shows there was a meeting of minds on the point that the promoter will give possession in any present or future project developed by respondent. Further, there is nothing on record to show that the allotment will be by way of any draw or first come first serve basis, or by any other mode and the complainant was denied allotment of a specific unit after following that process. Documents available on record, clearly shows that complainant booked a plot in respondent’s present and future project and respondent had agreed for ‘sale of a plot’. Accordingly, the applicant was is very much an “allottee” for the unit in project of respondent at Sonapat. Hence, objection of respondent that complaint is not maintainable as complainant is not an allottee stands rejected.

- (iv) Respondent has also taken an objection that complaint is grossly barred by limitation. In this regard Authority places reliance upon the judgement of Apex court passed in Civil Appeal no. 4367 of 2004 titled as **M.P Steel Corporation v/s Commissioner of Central**



Excise where it has been held that Indian limitation Act deals with applicability to courts and not tribunals.

Moreover, the promoter has till date failed to fulfil its obligations because of which the cause of action is re-occurring. Thus, the complaint is maintainable as per RERA Act, 2016. The RERA Act, 2016 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 a Court.

- (v) Another objection of respondent is that there is no agreement between the parties which can be got executed by the Authority. Said argument of respondent is rejected in same terms as has been dealt in detail in complaint no. 723 of 2019 titled as Nishant Bansal v/s Parsvnath Developers Ltd. Relevant paras of the said order are being reproduced below:

“Admittedly, the respondent had already endorsed the transfer rights in favour of the complainants. If the respondent was keen to refund the amount and was not in a position to allot the plots, he should have exercised such option of refunding the already paid amount alongwith interest to the complainants when they had applied for transfer of booking rights. The respondent did not exercise such option and continued to withhold the



already paid amount. This would imply that he had agreed to allot plots to the complainants instead of acting upon the clause which entitled him to refund the money alongwith interest. That being so, it does not now lie in the mouth of the respondent to claim at this stage that he does not have plots for allotment to the complainants or that the complainants are entitled only for refund alongwith interest.

11. Needless to mention that the respondent was under obligation to first allot the plots to those persons from whom he had received the advance money and without satisfying them, he was not permitted to sell the plots to subsequent purchasers. Allotment of plots without adopting a criteria of first come first served has put the complainants to dis-advantage inasmuch as they have been deprived of the money which they could have earned due to escalation of prices. So, the complainants deserve to be held entitled for allotment and possession of the plots they had booked.

12. Now the only question requiring determination is whether or not the complainants are entitled to have plots in the project Parsvnath City, Sonipat. The complainant's case in lead case is that the respondent launched a township named Parsvnath City under "Present and Future Scheme" at Sonipat to sell plots and a plot booked by Mr. Santosh Bansal to whom respondent had provided customer code no. PS/S0274, was subsequently purchased by Mr. Gopi Chand and then was purchased by him from said Gopi Chand. The respondent's averment on this point is that he had not launched a township named Parsvnath City under 'Present and Future Scheme' at Sonipat, Haryana.

13. In order to ascertain whether or not any project was in fact launched at Sonipat with the name Parsvnath City, this Authority has enquired the matter from the project section of the Authority. Thereupon, it was revealed that such project indeed was launched by



the respondent promoter at Sonipat bearing license no. 878-894 of 2006 dated 25.04.2006. Interestingly, the payments from the original applicants were collected prior to the year 2006. This will manifest that the complainants and their predecessors-in-interest had booked plots in pursuant to the advertisement floated in or around the year 2006. Some of the receipts issued to the complainants conspicuously reflect the name of the project as Parsvnath City, Sonipat. Reference in this regard can be made to the receipts available at page no. 13-14 of complaint no. 1115 of 2019 titled Sunita Jain Versus M/S Parsvnath Developers Ltd. and page no. 35 of complaint no. 1680 of 2019 titled Rekha Talwar & Ors. Versus M/S Parsvnath Developers Ltd.

14. In the backdrop of these circumstances, it can be easily deciphered that the complainants and their predecessors-in-interest had booked plots in the project named Parsvnath City, Sonipat. Such an inference stands further fortified from the fact that respondent has not been able to produce any material on record to indicate that some project other than Parsvnath City, Sonipat was launched at Sonipat in or around the year 2006. The Authority, in these circumstances has no hesitation to conclude that complainants are entitled to have plots in the project named Parsvnath City, Sonipat”

- (vi) In the present case, there is no allotment letter and plot buyer agreement has not been executed between the parties. Authority observes that in absence of clause with respect to handing over of possession in the plot buyer agreement it cannot rightly be ascertained 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 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 13.08.2007 (three years from the date of booking i.e, 13.08.2004).

- (vii) As per Section 18 of the RERA Act, interest shall be awarded at such rate as may be prescribed. Rule 15 of RERA 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".

- (viii) 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.



- (ix) 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%**.
- (x) 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;

- (xi) 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:



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| Sr.no. | Principal Amount(in ₹) | Deemed date of possession i.e. 13.08.2007/ date of payment whichever is later | Interest Accrued till 23.02.2026(in ₹) |
|-----------------------------------|------------------------|---|--|
| 1. | 5,40,000/- | 13.08.2007 | 10,81,716/- |
| MONTHLY INTEREST = 4,793/- | | | |

I. DIRECTIONS OF THE AUTHORITY

40. Hence, the Authority hereby passes this order and issue following directions under Section 37 of the RERA Act incorporating the modifications made by Hon'ble Appellate Tribunal 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 allot and deliver the possession of booked plot to the complainant in the project 'Parsvnath City, Sonapat' on payment of balance sale consideration recoverable from him. In case, respondent/promoter due to non-availability of plots, is not able to allot any plot and offer of its possession to the complainant, he will be liable to make available to him a plot of the size, as booked, by purchasing it from open market at his own cost. Respondent promoter however will be entitled to recover from the complainant the



balance amount payable by him as per the rate agreed by the parties at the time of booking of plot.

(ii) Respondent is directed to pay the complainant upfront amount of ₹10,81,716/-. Respondent's liability for paying monthly interest of ₹4,793/- as shown in above table will commence w.e.f. 24.03.2026 and it shall be paid on monthly basis till valid offer of possession is made to complainant.

(iii) Alternatively, if the allottee wish to purchase equivalent size plot of his own in resale of the colony of the promoter, or equivalent plots in any other project of the appellant in District Sonipat, she is at liberty to take refund of the amount paid along with prescribed rate of interest i.e. SBI highest marginal cost of lending rate (MCLR) +2% ,i.e., **10.80%** per annum from the date of deposits till realisation and seek compensation of the excess amount paid in such purchase of plot, along with compensation for mental agony, harassment and legal expenses by way of filing separate complaints before the learned Adjudicating Officer.

(iv) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation & Development) Rules, 2017 failing which legal consequences would follow.



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



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NADIM AKHTAR
MEMBER

