



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Complaint no.:	1720 of 2024
Date of filing:	11.11.2024
Date of first hearing:	19.12.2024
Date of decision:	23.02.2026

Pankaj Batra and Rahul Agrawal,
R/o C-16, Sector-61,
Noida.

....COMPLAINANT

VERSUS

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

....RESPONDENT

Present: - Mr. Nabil, Proxy counsel for Adv. Shazad, 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 11.11.2024 has been filed by the complainants 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 complainants, the details of sale consideration, the amount paid by the complainants 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, Sonapat,. 400 sq. yards.
2.	Date of application of the complainants.	16.02.2005
3.	Date of allotment	Not made
4.	Date of builder buyer agreement	Not executed
5.	Total sale consideration	₹22,65,600/-
7.	Amount paid by the complainant	₹11,32,800/-
8.	Due date of possession	Not given.



9.	Offer of possession	Not offered
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B. FACTS OF THE COMPLAINT

3. Facts of complainant's case are that on 16.02.2005, the respondent company acknowledged the handwritten note towards the advance payment for the registration of 400 sq. yds. plot in Present and Future Projects, Sonipat. An amount of ₹11,32,800/- stands paid by the complainants against the total consideration of ₹22,65,600/-. Receipts for an amount of ₹11,32,800/- have been duly issued by the respondent.
4. That respondent company promised to deliver the possession of the plot within six months i.e, in the year 2006.
5. That after paying approximately 50 per cent of the consideration amount of the unit, the respondent company neither signed nor executed any builder buyer agreement and never gave any satisfactorily reply to the queries raised by the complainants about the project.
6. That thereafter the complainants were in regular follow ups with the respondent qua the development of the said projects and raise queries with regard to date of the completion. The complainants got surprised when no positive reply was provided by the respondent company qua any development of construction work.



7. That thereafter, the complainant made various visit to the office of the respondent company and raise their concern about the construction/development of the project but no concrete reply was ever provided by the official of the respondent company. The complainant also made request to the officials of the respondent to refund the entire deposited amount against the allotted unit, but again all the request made by the complainants gone into deaf ears and all the efforts made by the complainant went in vain.
8. That the complainants raised their concern with regard to development of the allotted plot at site but the officials of the respondent adopted wavering approach towards the queries rose by the complainants and never provided any concrete solution to the complainant herein. Complainants were in great mental pressure with regard to the allotment and due handover of the possession of the said unit.
9. That the incident raised many suspicious on the act of mala fide practices adopted by the respondent towards the complainants and other bona fide buyers. In the meanwhile, in order to know the fate of their investment, the complainants had on several occasions tried to contact the respondent as well as the other officials to get some updates regarding the development of the plot but the complainants had not been informed about any details and the respondent kept the project mystery shrouded and operated on the clandestine manner.



Complainants cannot be made to wait for an indefinite time period for possession and the same position has been settled by the Hon'ble Apex Court in a number of judgements. That in a recent judgement of the Hon'ble Supreme Court in Civil Appeal No. 3182 of 2019 titled as "Kolkata West International City Pvt Ltd. vs. Devasis Rudra", it has been held that the buyer cannot be expected to wait endlessly for his possession and moreover, if specific prayer for refund has been made in the prayer of the buyer, it would be unfair to deny his prayer.

10. That the respondent due to its recklessness has miserably failed to comply with the obligation cast upon it to provide timely peaceful possession of the developed/allotted plot to the complainants and till date the Respondent has failed to honor its own terms promised at the time of provisional booking.

C. RELIEFS SOUGHT

11. The complainants in their complaint have sought following reliefs:
 - (i) The Hon'ble Authority is requested to redress the grievances of the complainants for the continuous hardships as faced by them as a considerable amount of their money has been retained by the Respondent Company for almost 19 years. That the Hon'ble Authority is further requested to give necessary directions to the Respondent Company to handover the possession of the allotted



residential plot admeasuring 400 sq. yds. in proposed township at Sonipat.

- ii) The Respondent should also pay the delay penalty for withholding the advance payment made by the Complainant for the said residential plot.
- iii) Kindly pass an order for compensation amount of ₹5, 00, 000/- for mental agony and harassment borne by the Complainant.
- iv) May, pass any further orders which may be deemed fit as per the circumstances and the facts of the case

D. REPLY SUBMITTED BY THE COUNSEL ON BEHALF OF RESPONDENT:-

Learned counsel for the respondent filed a detailed reply on 05.05.2025 pleading therein as under:-

12. 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.
13. That, as per section 2(d) of the Real Estate (Regulation and Development) Act, 2016, the definition of allottee is reproduced for ease 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;

14. That the money receipts attached with the complaint are for the expression of interest shown by the complainant in the present and future project or new projects of the respondent-company. However, the complainants were never allotted any unit/ plot in any of the projects of the respondent-company as they did not meet the criteria so laid down by the respondent-company.
15. 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



complainants are guilty of delay and laches, therefore, their claim should be dismissed.

16. That in the year 2005, Mr. Pankaj Batra and Rahul Agrawal had shown their interest towards Present and Future Projects/New Projects of the respondent-company. However, there was no allotment by the respondent-company in the favor of complainant.
17. That the complainants were well aware of the fact that no allotment was made to them, still the complainants 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.
18. That, there is no "Agreement to Sell" between the parties and therefore, relief sought under section 18 of the RERA Act, 2016 is not maintainable before this Hon'ble Authority.
19. 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.
20. 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.

21. That it is 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.
22. That the complainants were 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 they shall accept the refund of the amount deposited by them 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.

23. That Clause f of the Application Form which clearly states that while proceeding ahead with the purchase, the original applicants have clearly understood that no allotment was made in their favour and the original applicants had further given an undertaking that in case no allotment is possible in future, then they would accept refund with simple interest at the rate of 10% per annum.
24. That till date respondent company had only received an amount of ₹11,32,800/- from the complainants.
25. That no demand was ever raised by the Respondent Company from the complainants after the year 2006, which establishes the fact that no unit was allotted to the complainants and said registration, was



merely an expression of interest/advance registration towards the new projects of the Respondent-Company. The complainants never approached the Respondent-Company because the complainants before this Hon'ble Authority were well aware of the fact that there was no allotment in their favour.

26. That in absence of any agreement to sale, the complainants are strictly bound by the terms & conditions of the application form which is duly signed & executed by the complainants.
27. 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 been annexed by the complainants 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.
28. That the present complaint filed by the complainants before this Hon'ble Authority, besides being misconceived and erroneous, is untenable in the eyes of law. The complainants have misdirected themselves in filing the above captioned complaint before this Hon'ble H-RERA, Panchkula as the relief (s) claimed by the complainants does not even fall within the realm of jurisdiction of this



Hon'ble Authority, Panchkula as there is neither any allotment nor any agreement to sale which can be adjudicated by this Hon'ble Authority.

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

E. REJOINDER FILED BY THE COMPLAINANTS ON 19.08.2025.

30. In the replication filed by the complainants on 19.08.2025, complainants have reiterated the facts as stated in the present complaint and made following submissions:

i) That the present complaint is maintainable before this Hon'ble Authority as the complainants had already paid 50 per cent of the total sale consideration, which clearly evidences a binding contractual relationship between the complainants and the respondent. The payment of such a substantial amount cannot be considered merely an "expression of interest". It constitutes part performance under the contract and satisfies the requirements under RERA to be treated as an allottee.

ii) That each and every statement, contentions, reasons and allegations contained in the written statement filed by the respondent unless specifically admitted or are the matter of record per se, are denied in



their entirety as though specifically set forth traversed herein. The content mentioned in the written statement filed by the respondent is frivolous, misconceived and filled with mala fide intentions with a view to force the complainant to accede to the whims of the respondent. Hence, it is an abuse of the process of law and this Hon'ble Authority as well.

**F. ARGUMENTS OF LEARNED COUNSELS FOR
COMPLAINANT AND RESPONDENT**

31. The learned counsel appearing for the complainants has contended that the complainants had booked a residential plot admeasuring 400 square yards in the present and future projects of the respondent situated at Sonipat. That a sum of ₹11,32,800/- stood paid by the complainant up to March 2006 against the total sale consideration of ₹22,65,000/-. Despite repeated personal visits by the complainant to the office of the respondent from the year 2006 till the filing of the present complaint, the respondent has failed to offer possession of the said plot till date. The complainants, therefore, seeks delivery of possession of the allotted plot along with interest for delayed possession, placing reliance upon the decision rendered in Complaint Case No. 723 of 2019 titled Nishant Bansal vs. Parsvnath Developers Ltd.



32. Learned counsel for the respondent has submitted that the complainants have remained completely indolent and have taken no steps whatsoever to enforce any alleged rights in respect of the plot from the year 2006 till 2024. It is urged that an inordinate and unexplained delay of nearly twenty years has elapsed, and no legal proceedings were initiated within a reasonable period. She further contended that the present complaint is clearly barred by limitation, as even a civil court would not entertain a claim after the expiry of twelve years. She further submitted that the facts of the present case are not covered by the judgment in Complaint Case No. 723 of 2019 (Nishant Bansal vs. Parsvnath Developers Ltd.). In present case no builder-buyer agreement was ever executed between the parties. Therefore the complainants are not entitled to the reliefs claimed; however, the respondent has expressed its readiness and willingness to refund the amount deposited by the complainants along with applicable interest.

G. ISSUES FOR ADJUDICATION

33. Whether the complainants are entitled to get the relief of possession of plot booked by them along with interest for delay in handing over the possession in terms of Section 18 of RERA Act of 2016?



H. OBSERVATIONS AND FINDINGS OF THE AUTHORITY

34. Authority has heard arguments of both the 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 complainant made advance registration for a plot in the present and future project of the respondent M/s Parsvnath Developers Ltd. in February 2005 and paid an amount of ₹1,00,000/- towards sales consideration. It is also an admitted fact that even after a lapse of 20 years, no allotment of plot has been made by the respondent. I.d. Counsel for respondent has stated that even today respondent is not in a position to allot a plot to the complainantS. Thus, the respondent who has accepted an amount of ₹ 11,32,800/- way back in the year 2005 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 complainants are entitled to the relief of possession of plot



booked by them 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 complainants are not “an allottee” of the respondent company and registration was mere an expression of interest towards future project of respondent. Before adjudicating upon the said issue, it is important to refer to the definition of allottee as provided in Section 2(d) of the Act. Said provision is reproduced below for reference:

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

On bare perusal of the definition of “allottee”, it is clear that the transferee of an apartment, plot or building is an allottee. The mode of transfer may include issuance of booking receipts, issuance of allotment letter, exchange of development rights etc. Upon careful perusal of documents on record, it is revealed that complainants had paid a sum of ₹1,00,000/- for purchasing a plot measuring 400 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 them with 10% simple interest per annum. However, subsequent thereupon the respondent promoter accepted payment of ₹11,32,800/- on different dates from the complainants ranging between the period from 19.02.2005 to 29.03.2006. The fact that the respondent had accepted subsequent payments from the complainants 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 complainants are allottees and are covered within the definition of allottee as provided under Section 2(d) of the RERA Act of 2016.

- (iii) Respondent in 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 ₹ 11,32,800/- 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 they were not allottees of the respondent. Once respondent has accepted the application form and received multiple payments from complainants 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 them 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 applicants as "an allottee". It is observed that the promoter has accepted an amount of ₹11,32,800/- for the unit and therefore same cannot be considered as mere 'expression of interest.'

Even an application form will be treated as an 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 complainants were denied allotment of a specific unit after following that process. Documents available on record, clearly shows that complainants booked a plot in



respondent's present and future project and respondent had agreed for 'sale of a plot'. Accordingly, the applicants are very much "allottee" for the unit in project of respondent at Sonapat. Hence, objection of respondent that complaint is not maintainable as complainants are not allottees 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 present 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 16.02.2008 (three years from the date of booking i.e, 16.02.2005).
- (vii) As per Section 18 of Act, interest shall be awarded at such rate as may be prescribed. Rule 15 of IIRERA 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 HREERA Rules, 2017 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:

Sr.no.	Principal Amount(in ₹)	Deemed date of possession i.e. 16.02.2008 date of payment whichever is later	Interest Accrued till 23.02.2026(in ₹)
1.	11,32,800/-	16.02.2008	22,06,521/-
MONTHLY INTEREST = 9,720/-			

I. DIRECTIONS OF THE AUTHORITY

35. Hence, the Authority hereby passes this order and issues following directions under Section 37 of the 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 complainants in the project 'Parsvnath City, Sonapat' on payment of balance sale consideration recoverable from them. In case, respondent/promoter due to

non-availability of plots, is not able to allot any plot and offer of its possession to the complainants, he will be liable to make available to them 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 complainants the balance amount payable by them as per the rate agreed by the parties at the time of booking of plot.

(ii) Respondent is directed to pay the upfront amount of ₹22,06,521/- to the complainants. Respondent's liability for paying monthly interest of ₹9,720/- 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 complainants.

(iii) Alternatively, if the allottee wish to purchase equivalent size plot of their own in resale of the colony of the promoter, or equivalent plots in any other project of the appellant in District Sonipat. They are 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 plots, along with compensation for mental agony, harassment and legal expenses



by way of filing separate complaint before the learned Adjudicating Officer of this Authority.

(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 be initiated.

36. **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