



# HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

## 1. COMPLAINT NO. 865 OF 2020

Deepak Gupta

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

## 2. COMPLAINT NO. 866 OF 2020

Sanjeev Ahuja

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

## 3. COMPLAINT NO. 867 OF 2020

Satish Kumar Gupta

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

## 4. COMPLAINT NO. 868 OF 2020

Poonam Pasricha

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

Complaint nos. 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 890, 891, 892, 1177 of 2020; 11 of 2021

**5. COMPLAINT NO. 869 OF 2020**

Sanjay Gupta .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**6. COMPLAINT NO. 870 OF 2020**

Amit Arora .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**7. COMPLAINT NO. 871 OF 2020**

Dinesh Kumar Mantry .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**8. COMPLAINT NO. 872 OF 2020**

Gurdeep Singh Kohli .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**9. COMPLAINT NO. 873 OF 2020**

Raj Katyal .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)



**10. COMPLAINT NO. 874 OF 2020**

Manish Gupta .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**11. COMPLAINT NO. 875 OF 2020**

Ramesh Chand Goyal .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**12. COMPLAINT NO. 876 OF 2020**

Pooja Arora .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**13. COMPLAINT NO. 877 OF 2020**

Pooja .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**14. COMPLAINT NO. 878 OF 2020**

Adesh Panwar .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)



**15. COMPLAINT NO. 879 OF 2020**

Shashi Rajgopal Khandelwal

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**16. COMPLAINT NO. 880 OF 2020**

Puneet Kumar

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**17. COMPLAINT NO. 881 OF 2020**

Rajbir Sandhu

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**18. COMPLAINT NO. 882 OF 2020**

Vivek Sharma

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)

**19. COMPLAINT NO. 883 OF 2020**

Nishi Gupta

....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd.

....RESPONDENT(S)



**20. COMPLAINT NO. 884 OF 2020**

Atul Sant .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**21. COMPLAINT NO. 885 OF 2020**

Parth Singh Chauhan .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**22. COMPLAINT NO. 886 OF 2020**

M/s J B Goel & Sons .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**23. COMPLAINT NO. 887 OF 2020**

Rajbir .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**24. COMPLAINT NO. 888 OF 2020**

Anita Devi .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)



Complaint nos. 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 890, 891, 892, 1177 of 2020; 11 of 2021

**25. COMPLAINT NO. 890 OF 2020**

Anita Devi .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**26. COMPLAINT NO. 891 OF 2020**

Lalita Gupta .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**27. COMPLAINT NO. 892 OF 2020**

Anita Devi .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**28. COMPLAINT NO. 1177 OF 2020**

Manju Singh Tonk .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**29. COMPLAINT NO. 11 OF 2021**

Kashmiri Lal Narang .....COMPLAINANT(S)

VERSUS

M/S Parsvnath Developers Ltd. ....RESPONDENT(S)

**CORAM:**

**Rajan Gupta**  
**Anil Kumar Panwar**  
**Dilbag Singh Sihag**

**Chairman**  
**Member**  
**Member**

**Date of Hearing:** 13.10.2021

**Hearing:** 8<sup>th</sup> (in all the complaints except 11 of 2021 and 1177 of 2020)

7<sup>th</sup> (in complaint no. 1177 of 2020)

6<sup>th</sup> (in complaint no. 11 of 2021)

**Present: -**

Mr. Vivek Sethi, learned counsel for the complainants  
(in all the complaints except in complaint nos. 11  
of 2021 and 865, 867 and 1177 of 2020)

Mr. Vikas Chaudhary, learned counsel for the  
complainant  
(in complaint no. 1177 of 2020)

Mr. Ramesh Malik, learned counsel for the complainants  
(in complaint nos. 865 and 867 of 2020)

None for the complainant (in complaint no. 11 of 2021)

Mr. Sanjeev Jain, Director of respondent company along  
with Ms. Rupali S. Verma, learned counsel for the  
respondent through video conference

**ORDER (ANIL KUMAR PANWAR - MEMBER)**

1. These matters are being heard 6<sup>th</sup> to 8<sup>th</sup> time. Various orders have been passed by the Authority from time to time in which various



questions in dispute had been commented upon. Operative part of all those orders is reproduce below:

(i) Full order dated 12.01.2021 is reproduced below:

- “1. Captioned complaints are taken up together because the grievances involved therein are similar and are directed against the same project of the respondent.
2. Learned counsel for the complainants stated that complainants are seeking possession of the plots booked by them during the years 2004 to 2011 in a project named ‘Parsvnath City, Sonipat’ being developed by the respondent. He further argued that the respondent has received substantial amounts from the complainants and has failed to hand over the possession of the plots till date. The respondent has executed agreements with the complainant without even obtaining license for the project and now fresh application has been filed for grant of license through respondent’s associate company ‘Generous Buildwell Pvt. Ltd.’ which is pending consideration before concerned department.
3. Vide order dated 17.11.2020, complainants were directed to file affidavits in support of the claims made in respective complaints within one month and supply their copies to the respondent in advance. Said affidavit has been filed in complainant no. 865 of 2020 on 24.12.2020 and counsel for the complainants has requested to consider said affidavit in all the other captioned complaints.
4. Learned counsel for the respondent stated that she has not received copy of the affidavit filed by complainant and therefore, could not filed detailed reply as directed by Authority. Complainant is therefore directed to supply copy of affidavit to respondent during course of the day and respondent shall file his detailed reply within fifteen days.
5. By way of above said affidavit complainant has stated that the respondent company had collected huge amount of money towards booking of plot in project named ‘Parsvnath City, Sonipat’ without obtaining license from competent authority. He has annexed at page 5 of said affidavit, a letter dated 28.08.2009 issued by Director Town and Country Planning, Haryana whereby conditional license was issued to respondent promoter to develop a colony on the land



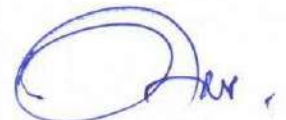
admeasuring 55 acres falling in Sector 10 & 11, Sonapat for a period of 60 days and certain directions were issued to respondent. He has further stated that now a fresh application has been filed on 19.09.2019 by respondent promoter for grant of license through its associated company 'Generous Buildwell Private Limited' with DTCP, Haryana qua Sector 10 and 11, Sonapat bearing file no. LC-4132A which is pending consideration. He has drawn attention of the Authority towards letters dated 28.02.2020 and 04.11.2020 placed at pages 13 and 14 of said affidavit, issued by DTCP, Haryana to Generous Buildwell Pvt. Ltd. whereby Generous Buildwell has been requested to rectify certain deficiencies in the project in order to get license for the same. He has further contented that in view of above said documents it is clear that the respondent collected huge money from the complainants without obtaining licence for the same.

6. After hearing the parties and going through the record, the Authority made following tentative observations in the court:

(i) If the case of the complainants as argued by their learned counsel is that they should be given possession of the plots in a project which is yet to be licensed, the Authority is at loss to understand that how possession of plots in a project can be ordered to be given which is yet to come in existence?

(ii) The complainants have paid substantial amounts to the respondent and have executed plot buyer agreements for specific plots but clause A of said agreements states that the respondent promoter has obtained license from DTCP, Haryana for development of a residential colony in and around village Raipur and Kamaspur, Sonapat, Haryana. Usage of words 'in and around' makes it clear that booking was made in a project which was yet to come in existence. Hence, it can be inferred that complainants executed vague agreements for vague consideration. Such vague agreements can not be called legally binding upon the parties.

7. Apparently respondent has completely misled the complainants. The transaction appears fraudulent in nature. It is unethical and illegal on the part of the respondent to execute such agreements. However, under provisions of the RERA Act, alternative remedy available to the complainants is to seek refund along with interest as per provisions of Section 18 of



Act. Accordingly, Authority may consider granting refund of deposited amount with interest and refer the matter to Adjudicating Officer for determining the quantum of compensation to be paid to them.

8. Authority seeks the opinion of learned counsel for complainants in regard to above observations. Learned counsel for the complainant seeks time to consult his clients.”

(ii) Relevant paras of orders dated 03.08.2021 are reproduced below:

“...3. Respondent in his reply dated 30.03.2021 has contended that he had applied for LOI for a land admeasuring 51 acres on 10.07.2010 which was rejected by the competent authority vide letter dated 19.02.2013. Thereafter, one of the associate company of respondent company applied for license for a land admeasuring 25.344 acres falling under in the revenue village Raipur, Sector 10 & 11, Sonipat, Haryana to develop a residential plotted colony, with all requisite documents and had submitted prescribed security as well as the licence fee and the same is pending before competent Authority. It has been further contended that once necessary approvals are received, the respondent company shall start the construction work and the possession may be offered to the respective allottees in next 18-20 months.

4. Learned counsel for the respondent stated that certain deficiencies were pointed out by the competent authority and respondent had duly filed its reply on 08.07.2021. However, on 23.07.2021, the application for grant of licence has been rejected by the competent authority without considering the reply filed by respondent. But she assured that respondent company is under process of getting the licence approved and complete the construction of the work.

5. Learned counsel for the complainants stated that the complainants are willing to wait for the project to be completed if respondent assures that once it is completed, possession will be given to the complainants on priority.

6. In view of above, the Authority reiterates its opinion mentioned in order dated 12.01.2021 and observes that there is no likelihood of project to see light of the day in near future. However, alternate relief of taking refund of the amounts deposited will become admissible. At this stage, learned counsel

for the complainants seeks some more time to consult his clients as to whether they are willing to take refund or not.”

2. Today, Sh. Vivek Sethi, learned counsel for the complainants stated that complainants are ready to wait till the project is complete and are not interested to withdraw from the project. However, for the harassment caused to the complainants, upfront delay interest may be awarded to them and further monthly interest be paid to them by respondent till the date possession is actually offered to them. He further stated that respondent should be restrained from further alienating the land so as the interests of the complainants are not harmed.

3. On the other hand, Ms. Rupali S. Verma, learned counsel for respondent and Sh. Sanjeev Jain, Director of respondent company appearing through video conference stated that they are at advanced stages of getting Letter of Intent (LoI) for the project and will hopefully get it by 30.11.2021. Once an LoI is received they will fulfill all the conditions expeditiously and obtain the license for development of the colony. Learned counsel for respondent stated that if at this stage, complainants are awarded upfront delay interest and future interest on monthly basis, respondent will not be in a position to complete the project and progress of the project will be hampered. She requested that at this stage delay interest may not be awarded and if respondent is unable to obtain LoI by November, respondent is ready to refund the amount paid by the complainants. Learned counsel for



respondent emphasized that her argument that if respondent do not get license, they will refund the amount to complainants may be recorded by the Authority. Authority takes not of the request made by learned counsel.

4. After hearing both the parties and in view of facts and circumstances of the cases, Authority observes and orders as follows:

(i) All complainants in the bunch of above titled cases have sought possession of the units which they had booked during the years 2004 to 2011 in the respondent's project named 'Parsvnath City, Sonapat'.

(ii) As has already been discussed in the previous orders of this Authority, respondent executed builder buyer agreements in the favour of the complainants after collecting massive amount ranging from ₹30-50 lac but failed to complete the project and deliver the possession to the complainant allottees.

(iii) The plea raised on behalf of respondent in the course of earlier hearings was that he is at advanced stage of getting Letter of Intent (LoI) for the project and would complete the same in due course of time. However, Authority with a view to determine whether or not alternative units were available with the respondent for delivering to the complainants in his other projects situated at Sonapat, had directed the respondent to

furnish certain information vide order dated 28.09.2021 but he has miserably failed to furnish said information.

(iv) In given situation, complainants have today submitted that they do not want to withdraw from the project and are ready to await delivery of possession after its completion but in the meanwhile, may be awarded upfront compensation. Such prayer of the complainants deserves to be allowed in view of the provisions of Section 18 of RERA Act which provides that in case allottee does not wish to withdraw from the project which the promoter could not complete on time, concerned promoter in that eventuality is liable to pay interest to the allottee for every month of delay till the handing over of the possession, at such rate as may be prescribed. So, Authority accepts the complainants prayer and directs the respondent to pay each complainant upfront delay interest on the amount already paid by respective complainant allottee from deemed date of possession till the date of this order and also future interest for every month of delay occurring thereafter till the handing over of possession, at the rate prescribed in Rule 15 of the HRERA Rules, 2017 i.e. SBI MCLR+2% which as on date works out to be 9.30% (7.30%+2.00%). Further respondent is



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prohibited from alienating the land of the project in question for any purposes except for completion of the project.

5. It is pertinent to mention that time for delivery of possession has not been stipulated in the builder buyer agreement. This Authority has been consistently observing in earlier decided cases where no timeline has been prescribed in builder buyer agreement that the deemed date of possession shall be reckoned as three years from the date on which Builder Buyer Agreement was executed. Thus calculated, deemed date of possession in the present set of complaints will be as under: -

S.No.	Complaint no.	Date of BBA	Deemed date of possession
1.	865 of 2020	08.10.2012	07.10.2015
2.	866 of 2020	01.09.2010	31.08.2013
3.	867 of 2020	25.02.2010	24.02.2013
4.	868 of 2020	21.09.2012	20.09.2015
5.	869 of 2020	31.01.2012	30.01.2015
6.	870 of 2020	29.05.2013	28.05.2016
7.	871 of 2020	04.01.2010	03.01.2013
8.	873 of 2020	03.10.2011	02.10.2014
9.	875 of 2020	29.01.2010	28.01.2013
10.	876 of 2020	29.10.2012	28.10.2015
11.	878 of 2020	23.01.2012	22.01.2015
12.	880 of 2020	04.06.2011	03.06.2014
13.	881 of 2020	01.02.2010	31.01.2013
14.	882 of 2020	29.06.2011	28.06.2014
15.	884 of 2020	09.04.2010	08.04.2013
16.	885 of 2020	12.10.2012	11.10.2015
17.	886 of 2020	01.08.2011	31.07.2014
18.	887 of 2020	12.08.2014	11.08.2017

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19.	888 of 2020	12.08.2014	11.08.2017
20.	890 of 2020	07.06.2011	06.06.2014
21.	892 of 2020	12.07.2011	11.07.2014
22.	1177 of 2020	30.06.2011	29.06.2014
23.	11 of 2021	09.01.2012	08.01.2015

6. In complaint case nos. 872 of 2020, 874 of 2020, 877 of 2020, 879 of 2020, 883 of 2020 and 891 of 2020, plot buyer agreements have not been executed between the parties. So, deemed date of possession in these cases will be reckoned as three years from the date of provisional allotment of unit booked by complainants. Thus calculated deemed date of possession in these complaints will be as under:

S.No.	Complaint no.	Date of provisional allotment	Deemed date of possession
1.	872 of 2020	22.09.2009	21.09.2012
2.	874 of 2020	22.09.2009	21.09.2012
3.	877 of 2020	22.09.2009	21.09.2012
4.	879 of 2020	22.09.2009	21.09.2012
5.	883 of 2020	22.09.2009	21.09.2012
6.	891 of 2020	22.09.2009	21.09.2012

7. Authority has got admissible delay interest calculated from its Account branch. The interest is calculated on the amounts paid by the complainants minus External Development Charges (EDC) and Internal Development Charges (IDC). The amount of EDC/IDC, is collected by the promoter for payment to the department/authorities entitled to receive it for

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carrying their statutory obligations. If a builder does not pass on this amount to the concerned departments, then interest becomes payable to the department or authority concerned and the defaulting builder in such eventuality will himself be liable to bear the burden of interest. A builder is, therefore, not liable to pay delay interest to the allottee on the amount which has been collected for passing over to other department/authorities concerned. The details of amounts paid by the complainants and delay interest calculated on said amounts are shown in the following table: -

S.No.	Complaint No.	Amount paid by complainant towards basic cost excluding EDC	Basic Price	Sale	Upfront delay interest calculated by Authority till 13.10.2021	Further monthly interest
1.	865/2020	₹27,70,035/-	₹27,70,036/-		₹15,50,621/-	₹21,468/-
2.	866/2020	₹17,89,358/-	₹26,35,500/-		₹13,51,342/-	₹13,868/-
3.	867/2020	₹13,63,613/-	₹16,04,250/-		₹10,95,134/-	₹10,568/-
4.	868/2020	₹19,36,410/-	₹21,68,250/-		₹10,92,358/-	₹15,007/-
5.	869/2020	₹30,52,113/-	₹27,70,226.76/-		₹19,02,937/-	₹23,654/-
6.	870/2020	₹9,88,625/-	₹9,65,700/-		₹4,94,725/-	₹7,662/-
7.	871/2020	₹10,83,127/-	₹10,61,450/-		₹8,84,223/-	₹8,394/-
8.	872/2020	₹11,00,000/-	₹21,39,500/-		₹9,27,146/-	₹8,525/-
9.	873/2020	₹21,42,275	₹23,80,500/-		₹14,01,171/-	₹16,603/-



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10.	874/2020	₹21,62,020/-	₹27,10,800/-	₹18,22,281/-	₹16,756/-
11.	875/2020	₹13,34,288/-	₹15,69,750/-	₹10,80,762/-	₹10,341/-
12.	876/2020	₹17,04,290/-	₹18,57,400/-	₹9,44,915/-	₹13,208/-
13.	877/2020	₹24,88,450/-	₹26,35,500/-	₹20,97,416/-	₹19,285/-
14.	878/2020	₹24,24,870/-	₹25,85,300/-	₹15,16,806/-	₹18,793/-
15.	879/2020	₹11,00,000/-	₹22,11,000/-	₹9,27,146/-	₹8,525/-
16.	880/2020	₹18,09,000/-	₹21,10,500/-	₹12,38,962/-	₹14,020/-
17.	881/2020	₹21,64,875/-	₹28,86,500/-	₹17,51,876/-	₹16,778/-
18.	882/2020	₹17,35,912/-	₹20,42,250/-	₹11,77,847/-	₹13,453/-
19.	883/2020	₹11,00,000/-	₹21,39,500/-	₹9,27,146/-	₹8,525/-
20.	884/2020	₹13,34,287/-	₹15,69,750/-	₹10,56,964/-	₹10,341/-
21.	885/2020	₹18,20,055/-	₹20,70,300/-	₹10,16,982/-	₹14,105/-
22.	886/2020	₹14,91,951/-	₹17,57,000/-	₹9,99,771/-	₹11,563/-
23.	887/2020	₹14,28,232/-	₹14,66,920/-	₹5,54,592/-	₹11,069/-
24.	888/2020	₹6,61,540/-	₹6,98,400/-	₹2,56,881/-	₹5,127/-
25.	890/2020	₹15,81,150/-	₹17,57,000/-	₹10,81,702/-	₹12,254/-
26.	891/2020	₹25,41,281/-	₹28,86,500/-	₹21,41,945/-	₹19,695/-
27.	892/2020	₹9,28,700/-	₹18,57,400/-	₹6,27,064/-	₹7,197/-
28.	1177/2020	₹22,69,012/-	₹20,42,250/-	₹15,38,987/-	₹17,585/-
29.	11/2021	₹11,30,000/-	₹10,59,000/-	₹7,10,869/-	₹8,758/-

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8. Respondent is accordingly directed to pay upfront amount as shown in above table within 90 days of uploading of this order on the website of the Authority. Respondent's liability for paying monthly interest as shown in above table will commence w.e.f. 14.11.2021 and it shall be paid on monthly basis till valid offer of possession is made to complainants.

9. In above terms, cases are **disposed of**. Files be consigned to record room and order be uploaded on the website of the Authority.



RAJAN GUPTA  
[CHAIRMAN]



ANIL KUMAR PANWAR  
[MEMBER]



DILBAG SINGH SIHAG  
[MEMBER]