



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### 1. COMPLAINT NO. 435 OF 2022

Indu Sharma & Mahesh Kumar Sharma ...COMPLAINANT(S)

VERSUS

M G Housing Pvt. Ltd. ....RESPONDENT(S)

### 2. COMPLAINT NO. 437 OF 2022

Om Prakash and Rupam Anand ...COMPLAINANT(S)

VERSUS

M G Housing Pvt. Ltd. ....RESPONDENT(S)

**Date of Hearing:** 09.08.2022

**Hearing:** 2<sup>nd</sup>

**Present:** Ms. Stuti, ld. counsel for the complainants.  
Mr. Peeyush, ld. counsel for the respondent.

### **ORDER** (RAJAN GUPTA - CHAIRMAN)

1. All Captioned complaints have been taken up together for disposal because their facts are similar and they relate to same project of the respondent company. Complaint No. 435 of 2022 titled 'Indu Sharma & Mahesh Kumar Sharma Vs. M

G Housing Pvt. Ltd.' has been taken as lead case and the facts of this case has been taken into consideration for disposal of this bunch of complaints.

2. Case of the complainant is that he booked a unit in project of the respondent namely "Anandam Estate" situated in Sector 19 & 24, Dharuhera, Haryana on 18.03.2015. Vide allotment letter dated 31.03.2015, Plot no. C-16, Block C, measuring 150 sq. yards was allotted to him. Builders Buyers Agreement was executed between the parties on 15.09.2015. As per clause 36 of the BBA, deemed date of delivery of possession was 30.09.2018. Total Sales Consideration was fixed at Rs, 40,20,000/-. Complainant has paid Rs. 38,85,000/- till 01.05.2019. Complainant alleges that even after receiving more than 95% of the Total sales Consideration for the said plot, respondent has failed to offer legal and rightful possession of the plot till date. Deemed date of handing over of possession was 30.09.2018, there is a delay of more than three years in handing over possession by respondent. Aggrieved by the same, complainant has filed this complaint with the prayer that respondent be directed to hand over possession of the unit after receiving Completion Certificate from concerned Authorities.

3. Respondents made various submissions in their reply dated 29.07.2022. They have stated that as per clause 36 & 37 of the BBA respondent undertook to complete the project and hand over possession of said plot latest by 30.09.2018. This clause was subject to force majeure circumstances. Respondent have stated

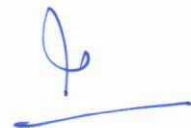


that construction of the project was stopped several times during the years 2016, 2017, 2018, 2019, 2020 & 2021 by the orders of EPCA, HSPCB, NGT & Hon'ble Supreme Court of India. However, despite such circumstances, respondent has developed the project and it would be completed in near future. He further submitted that money received from complainant allottees has been utilized towards completion of the project. Respondents are not in position to pay interest as prayed by complainants. Therefore, he prayed that the request of the complainant to pay delay interest should not be allowed.

4. Today during the hearing, Mr. Peyush Pruthi, Id. Counsel for respondent submitted that respondent-promoter is ready to deliver possession of units to the respective complainants. However, he argued that respondents are not liable to pay delay interest to complainants since there was no fault of respondent and project got delayed owing to force majeure circumstances .

5. After considering facts and circumstances of the case and going through oral as well as written arguments, Authority observes that since project is complete and respondent promoter is ready and willing to deliver the possession of said units to the complainants, therefore, Authority orders that relief of possession deserves to be granted.

6. Accordingly, Authority would dispose of the present complaints with an order that possession of booked units shall be delivered by the



respondent-promoter to the allottees after completion of the project and after obtaining occupation certificate from authorities concerned. Further, since deemed date of offer of possession was 30.09.2018. Delay of four years have already been caused, therefore, respondent promoter is liable to pay interest for delay caused in handing over the possession of booked units as per Rule 15 of RERA RULES, 2017. The upfront interest is being calculated from the due date of offering possession i.e., 30.09.2018 up to the date of passing this order i.e. 09.08.2022, after deduction of EDC/IDC @ SBI MCLR rate + 2% i.e., 9.80%. Allottees would be also further entitled to monthly interest for each month of further delay caused. Upfront interest and monthly interest payable to each complainant is shown in the table below:-

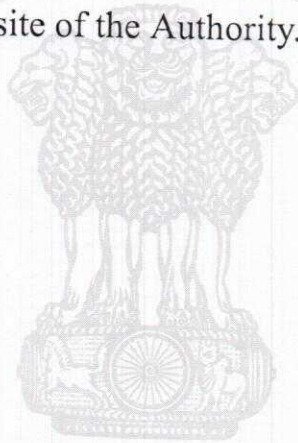
Sr. No.	COMPLAINANT NO.	TOTAL AMOUNT PAID BY THE COMPLAINANT (In Rs.)	AMOUNT PAID FOR EDC & IDC	DEEMED DATE OF POSSESSION	UPFRONT DELAY INTEREST CALCULATED BY AUTHORITY TILL 09.08.2022 (In Rs.)	FURTHER MONTHLY INTEREST (In Rs.)
1.	435/2022	38,85,000/-	4,50,000/-	30.09.2018	12,72,955/-	28,590/-
2.	437/2022	36,36,934/-	-	30.09.2018	13,76,854/-	30,271/-

*(Handwritten signature)*

It is pertinent to mention here that in complaint case no. 437 of 2022, amount of EDC/IDC has not been mentioned as it is not clear from the receipts placed on record whether any payment is made by the complainant with respect to the same.

Further, if any lawful dues remain payable by the complainants to the respondent, the same shall remain payable and can be adjusted against delay interest payable by respondent-promoter.

7. **Disposed of** in above terms. Files be consigned to record room after uploading of this order on website of the Authority.



RAJAN GUPTA  
[CHAIRMAN]

DILBAG SINGH SIHAG  
[MEMBER]