



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1292 OF 2021

NARENDER SINGH & SMT SUSHEELA

....COMPLAINANT(S)

VERSUS

M/s Ruhil Promoter Pvt. Ltd.

....RESPONDENT(S)

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

**Chairman
Member
Member**

Date of Hearing: 02.03.2022

Hearing: 2nd

Present through video call: - Sh. Sushant Gupta , learned counsel for the complainant

Adv. Kamal Dhaiya, learned counsel for the respondent

ORDER (RAJAN GUPTA- CHAIRMAN)

1. Complainant in this case is seeking possession of an apartment bearing no. F104, allotted in the year 2013 in respondent project namely, 'Ruhil Residency, Bahadurgarh'. He has already paid ₹ 31,35,631/- against

basic sale price of ₹ 36,85,875/-. As per agreement dated 25.04.2013 respondent had committed to deliver possession of the unit within 36 months along with grace period of six months from the date of agreement, which comes to 25.10.2016. Despite lapse of six years from the deemed date of possession, respondent has failed to deliver possession of booked apartment to the complainant. He further stated that more than nine years have gone from date of the agreement and project is still incomplete. Therefore, complainant has prayed for possession of the apartment along with payment of delay interest.

2. Learned counsel for the respondent raised his objection that project has been registered with this Authority vide Registration No. 139 of 2017. In their application of registration, it has been declared by the respondents that Phase-I of the project i.e. Towers A, B, C, D, EWS, Commercial Shops would be completed by June 2019, whereas Phase-II of the project covering Towers - E, F, G, H, I, J, Low rise part of the project and Primary school would be completed by December 2019. Further, learned counsel for pleaded that apartment of the complainant is now complete in all respects, therefore, at this stage awarding upfront interest will not only increase financial hardship of the promoter but also adversely affect overall interest of the allottees. Therefore, Authority is requested not to allow upfront payment of delay interest to the complainant. He also stated that



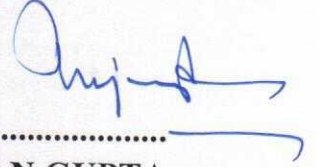
Occupation Certificate for entire project was applied on 11.06.2021 and same is pending with the concerned Department. They hope that same will be granted soon.

3. After hearing both the parties and going through documents placed on record, Authority observes that complainant herein has sought relief of possession of allotted apartment along with payment of interest for the period of delay caused in delivering of possession. Complainant is not interested in withdrawing from the project, therefore the only relief which at present can be awarded to him is to direct the promoter to pay interest for delay period till the handing over of possession as provided in Section 18 of RERA Act, 2016.

So, Authority decides that the complainant is entitled to be paid interest on the already paid amount from the deemed date of possession i.e. 25.10.2016 till the date of offer of possession after obtaining Occupation Certificate. Authority has got the interest calculated as per Rule 15 of HRERA, Rules 2017, to the tune of ₹ 15,61,931/- payable to the complainant from deemed date of possession i.e. 25.10.2016 till 02.03.2022. Besides, the amount of interest, complainant is also entitled to receive each month's interest on the paid amount of ₹ 31,35,631/- from 03.03.2022 onwards till the delivery of actual possession after obtaining Occupation Certificate. Such interest works out to ₹ 23,968/- per month as

calculated by Authority. The amount of interest should be paid within the period provided in Rule 16 of the HRERA Rules 2017 and monthly interest will commence one month after the date of passing this order.

4. **Disposed of.** File be consigned to record room and order be uploaded on the website of the Authority.



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RAJAN GUPTA
[CHAIRMAN]



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DILBAG SINGH SHAG
[MEMBER]

