



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 31 OF 2021

Neelima Chhabra

....COMPLAINANT

VERSUS

M/s Ansal Properties and Infrastructure Ltd.

....RESPONDENT

2. COMPLAINT NO. 41 OF 2021

Samir Monga and Ritesh Malik

....COMPLAINANT

VERSUS

M/s Ansal Properties and Infrastructure Ltd.

....RESPONDENT

3. COMPLAINT NO. 38 OF 2021

Ms. Usha Munjal and Chetan Munjal

....COMPLAINANT

VERSUS

M/s Ansal Properties and Infrastructure Ltd.

....RESPONDENT

**CORAM: Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 06.05.2022

Hearing: 5th (In all complaints)

Present through video call: - Adv. Vishal Madan, counsel for the complainant
in all complaints
Sh. Ajay Ghangas, counsel for the respondent in
all complaints

ORDER (RAJAN GUPTA- CHAIRMAN)

1. All the captioned complaints were taken up together for hearing as grievances involved therein are common and pertaining to same project of the respondent. Complaint no. 31 of 2021 titled as Neelima Chhabra versus Ansal properties and Infrastructure Pvt. Ltd. has taken as lead case.
2. On the last date of hearing, detailed facts of the complaint were recorded and authority had expressed its tentative view that complainant's prayer deserves to be allowed for the reasons that respondent had failed to handover the possession of the booked unit on time. Said order dated 01.02.2022 be read as part of this order and relevant part is reproduced below:

1. "Learned counsel for complainant stated that complainant had booked an SCO site no. 17 in block C, in the year 2011, in respondent's project, 'Sushant City,



Kurukshetra'. He has already paid ₹ 18,03,549/- against basic sale price of ₹24,73,621/-. As per agreement dated 25.10.2011 respondent had committed to deliver possession of the unit within 18 months along with grace period of six months from the date of agreement, which comes to 25.10.2013. Despite lapse of seven years from the deemed date of possession, respondent has not given offer of possession to the complainant. He further stated that more than nine years have passed from the date of agreement and project is still incomplete. Complainant has prayed for possession of the SCO unit along with delay interest.

2. Case was fixed for filing reply. The same has been filed in the court today. On perusal of reply filed, it is observed that it has not been filed on merits. Rather it is a short reply wherein respondent has stated that they are not in a position to handover the possession of the booked SCO unit to the complainant.

Further learned counsel for respondent has sent an email dated 31.01.2022, seeking adjournment on the ground that he is suffering from fever, therefore unable to attend court proceedings.

3. After going through the records, it is observed that complainant has paid to the respondent an amount of ₹ 18,03,549/- and receipt of each payment made is annexed as Annexure P-2 at page no. 47-63 of the complainant book, therefore complainant has already paid almost eighty percent amounts to the respondent and respondent despite having received eighty percent amount has failed to deliver possession to the complainant till date. The complainant herein is seeking possession of the booked SCO unit along with interest on account of respondent's failure to deliver possession on the agreed date. The 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 every month of delay till the

handing over of possession as provided in Section 18 of RERA Act, 2016.

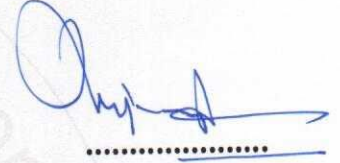
Authority tentatively is of the view that complainant is entitled to be paid upfront interest on the already paid amount from the deemed date of possession i.e. 25.10.2013 till today i.e. 01.02.2022. Account branch of this Authority on calculation of interest as per Rule 15 of HRERA, Rules 2017, i.e MCLR rate(last available on the website is 7.30) plus two percent has worked out the amount of ₹ 13,87,793/- as interest payable to the complainant from deemed date of possession i.e. 25.10.2013 till 01.02.2022. Besides the complainant is also entitled to receive each month's interest on the paid amount of ₹ 18,03,549/- from 01.02.2022 onwards till the delivery of actual possession after obtaining Occupation Certificate. Such interest works out to ₹ 13,978/- per month as calculated by the accounts branch of this Authority.”

3. In view of above, Authority would dispose of captioned complaints with the order that possession of booked units shall be delivered by respondent-promoter to the allottees whenever they complete the project and obtain occupation certificate from authorities concerned. However, since inordinate delay has been caused, respondent-promoters are ordered to pay upfront interest to all the allottees as per provisions of Section 18 of the RERA Act, 2016 and Rule 15 of RERA Rules, 2017. The upfront interest is being calculated from the due date of possession upto the date of passing this order dated 06.05.2022. Allottees would further be entitled to monthly interest for each month of further delay caused. Upfront interest and monthly interest payable to each complainant is shown in table below-



Sr. No.	COMPLAINT NO.	AMOUNT PAID BY THE COMPLAINANT (In Rs.)	DEEMED DATE OF POSSESSION	UPFRONT DELAY INTEREST CALCULATED BY AUTHORITY TILL 06.05.2022 (In Rs.)	FURTHER MONTHLY INTEREST (In Rs.)
1.	31/2021	18,03,549/-	25.10.2013	14,46,842/-	13,934/-
2.	41/2021	18,23,143/-	25.10.2013	14,62,560/-	14,086/-
3.	38/2021	23,46,053/-	25.10.2013	18,82,049/-	18,126/-

Disposed of. Files be consigned to record room after uploading of this order on the website.



RAJAN GUPTA
[CHAIRMAN]



DILBAG SINGH SIHAG
[MEMBER]