



## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 949 OF 2021

Shubham Vinod Goel

....COMPLAINANT(S)

VERSUS

M/s Ansal Properties and Infrastructure Ltd.

....RESPONDENT(S)

**CORAM:** Rajan Gupta  
Dilbag Singh Sihag

**Chairman**  
**Member**

**Date of Hearing:** 01.06.2022

**Hearing:** 4<sup>th</sup>

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

Sh. Ajay Ghangas, learned counsel for the respondent

**ORDER (DILBAG SINGH SIHAG- MEMBER)**

1. Complainant's case is that complainant herein is a subsequent third allottee. Original allottee had booked an apartment bearing no. 0103-0-310503, admeasuring 1882 sq. ft. in respondent's project "Green Escape Apartments", Sonapat in the year of 2011. Accordingly, Builder Buyer Agreement (BBA) was executed with original allottee and respondent/promoter on 17.10.2011. Subsequently, second allottee assigned all rights and liabilities in favour of complainant on 01.05.2015, which is evident from letter dated 01.05.2015 annexed as Annexure C-3 of complaint. The basic sale price of apartment was ₹ 28, 23,000/- against which complainant has already paid an amount of ₹ 35,54,854/-. As per Clause 5.1 of the agreement, possession of booked property was to be delivered within 42 months with a grace period of 6 months. So, deemed date of possession comes to 17.10.2015. Despite lapse of seven years from the deemed date of possession, respondent has not given possession to the complainant. Averments of the complainant as made in the written complaint are that the respondent had offered an fit out possession on 07.07.2021 to the complainant along with an illegal demand of ₹ 2,18,544/- on account of fire staircase charges and ₹ 2,07,519/- by way of final statement of account . Further he prayed for possession with delay interest as per rule 15 of HRERA Rules, 2017 and deduction of additional charges of GST and other heads along with re-issuance of final statement of account.



2. On the other hand respondent in their reply has stated that complainant is not an initial allottee and he purchased the unit in resale from open market. So, he was aware about the status of the construction of work at the time of purchase and hence not entitled to claim any delay interest. Further, he stated that respondent has made huge investments in construction and development of the project and respondent has almost completed the same. Delay in handing over possession to the complainant was beyond his control. He stated that fit out possession was already offered to complainant.

3. After hearing submissions made by complainant counsel and going through the records, Authority observes that complainant has paid to the respondent a total amount of ₹ 35,54,854/- against basic sale price of ₹ 28,23,000/-, the statement of Account is annexed as Annexure C-8 at the page no. 54-59 of the complainant book. Accordingly, it is concluded that complainant has paid more than full amount to the respondent and respondent despite having received full price of the unit has failed to deliver the possession to the complainant till date.

Complainant has sought relief of possession of allotted unit and interest on account of respondent's failure to deliver possession on the agreed. In these circumstances, the complainant despite delay on the part of the respondent in completing the project, 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.

So, Authority concludes that the complainant is entitled to be paid upfront interest on the already paid amount from the deemed date of possession i.e. 17.10.2015/- till the date of passing of this order i.e. 01.06.2022 at the rate of 9.5%. Authority has got calculated interest, which works out to be ₹ 22,39,071/-. Besides the said amount of interest, complainant is also entitled to receive each month's interest on the already paid amount of ₹35,54,854/- from 02.06.2022 onwards till the delivery of actual possession after obtaining Occupation Certificate. Such interest works out to ₹ 27,757/- per month as calculated by the Authority.

4. In view of above findings, the complaint is disposed of with a direction that respondent shall pay to the complainant interest of ₹ 22,39,071/- within 90 days from the date of uploading of this order and will further pay to the complainant every month's interest of ₹ 27,757/- till actual handing over of possession of the booked apartment.

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



RAJAN GUPTA  
[CHAIRMAN]



DILBAG SINGH SIHAG  
[MEMBER]