



**HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA**

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

**COMPLAINT NO. 698 OF 2020**

Joginder Thakur and Anju Thakur

....COMPLAINANTS

VERSUS

M/s Ansal Properties and Infrastructure Pvt. Ltd.

....RESPONDENT

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

**Member  
Member**

**Date of Hearing: 17.03.2021**

**Hearing: 5<sup>th</sup>**

**Present through video call: - Adv. Vikasdeep, counsel for the complainant**

Adv. Ajay Ghangas, counsel the respondent

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

1. The complainant booked an apartment in the respondent's project and a buyer agreement was executed between the parties on 17.02.2010 for allotment of apartment bearing No. 0114-C-0503 measuring 1335 Sq. fts. to the complainant who has already paid an amount of ₹ 11,39,169/- against the agreed basic sale price of ₹ 27,86,750/-. However, vide letter dated 26.12.2012, respondent unilaterally reallocated the apartment from C-0503 to G-102 and increased area from 1335 sq.ft to 1701.2 sq.ft, though complainant did not object to unilateral change in area and continued making payments to the respondent. The respondent in terms of said agreement was required to complete the project and handover the possession of apartment to the complainant latest by 2013. However, the project has not yet completed and its possession is still being awaited. In these circumstances, the complainant has approached to this Authority for relief of granting him possession of the booked apartment and award of interest on account of delay in offering possession.
2. Learned counsel for the respondent without disputing the above factual matrix has apprised the Authority that his client being not be in a position to complete the project in near future has offered alternative apartment to the complainant in another project but the complainant had refused to accept the said offer.



3. Learned counsel for the complainant submits that his client does not want to take the alternative apartment in another project and would rather wait for completion of the project and shall, therefore, be atleast granted the relief to the extent directing the respondent to pay him interest on the already paid amount till actual handing over of valid possession.
4. The Authority on considering the provisions of Section 18 of the RERA Act finds merits in complainant's prayer for awarding him interest for every month till handing over the possession. Proviso attached to Section 18(1) of the Act envisage that where an allottee does not intend to withdraw from the project, **he shall be paid by the promoter**, interest for every month of delay till handing over possession at such rate as may be prescribed. So, the complainant for the reason that he does not intend to withdraw from the project has undeniably a statutory right for obtaining interest for every month of delay from the respondent at the rate prescribed in Rule-15 of the HRERA Rules, 2017.
5. The Authority has accordingly decided to dispose of the present complaint with a direction to the respondent to pay the complainant each month interest starting from the date of filing of the complaint on the already paid amount of ₹ 17,72,948/- at the rate equal to State Bank of India highest marginal cost of landing rate as prevalent at the time of filing of this complaint+2% till handing over of actual physical possession to the complainant. The amount of interest payable on account of delay in handing over the possession for the period prior to filing of the present complaint shall, however, be paid or adjusted against the



payable dues as the case may be, at the time of handing over the possession to the complainant.

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



ANIL KUMAR PANWAR  
[MEMBER]



DILBAG SINGH SIHAG  
[MEMBER]

