



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

1. COMPLAINT NO. 1532 OF 2020

Omvati

..... COMPLAINANTS

Versus

M/s Ansal Properties and Infrastructure Ltd.

..... RESPONDENT

**CORAM: Rajan Gupta
Anil Kumar Panwar**

**Chairman
Member**

Hearing: 5th

Date of Hearing: 28.10.2021


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

Sh. Vishal Yadav, counsel for the respondent

ORDER (ANIL KUMAR PANWAR - MEMBER)

1. Complainant in this case is seeking possession of a flat bearing no. 0102-19-0703, booked in the year 2012 in respondent's project named 'Green Escape, Sonepat'. He claimed to have already paid ₹ 17,63,239/- against basic sale price of ₹ 21,56,900/-. The respondent in terms of an agreement executed on 06.03.2012 between the parties, had committed to deliver possession of the booked flat within 48 months which even includes grace period of six months, from the date of agreement which period had already lapsed on 05.03.2016 but respondent has not given possession till date. Therefore, the complainant has filed the present complaint for possession of the flat along with delay interest till a valid offer of possession is made after obtaining Occupation Certificate.

2. Learned counsel for the respondent stated that the project is at advance stage as super structure has been completed and finishing work is going on and possession of the booked flat is likely to be delivered to complainant within 7-8 months. So, the respondent shall be allowed time to offer possession and pay delay interest till the grant of Occupation Certificate. He also stated that complainant had paid an amount of ₹ 15,61,445/- against the booked flat and ₹ 9,03,855/- is outstanding against the complainant.

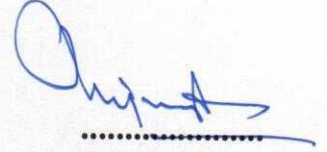


3. During hearing, learned counsel for the complainant made a statement that inadvertently the paid amount was mentioned as ₹ 17,63,239/- in his pleading but the actual paid amount to the respondent for the booked flat is ₹ 15,61,445/-.
4. After hearing both the parties and going through the documents placed on record, Authority observes that complainant has sought relief of possession of allotted flat along with interest on account of delay by the respondent to deliver possession on the agreed date. The complainant is not interested in withdrawing from the project, despite delay on the part of the respondent in completing the project. Therefore, the only relief which at present can be awarded to him is to direct the promoter to pay upfront interest for delay along with payment of every monthly delay interest till the handing over of possession as provided in Section 18 of RERA Act, 2016.

So, Authority decides that complainant is entitled to be paid upfront interest on the already paid amount from the deemed date of possession i.e. 05.03.2016 till today i.e. 28.10.2021. Account branch of this Authority on calculation of interest @ 9.30 i.e. (SBI highest marginal cost of landing rate plus 2 %), as per Rule 15 of HRERA, Rules 2017, has worked out the amount of ₹ 8,20,760/- as interest payable to the complainant from deemed date of possession i.e. 05.03.2016 till 28.10.2021. Besides the said amount of interest, the complainant is also entitled to receive each month's interest on the paid amount of ₹15,61,455/- from 28.10.2021 onwards till the delivery of actual possession after obtaining Occupation Certificate. Such interest works out to ₹ 12,101/- per month as calculated by the accounts branch of this Authority.



5. In view of above discussion, the complaint is allowed directing the respondent to pay upfront interest of ₹ 8,20,760/- to the complainant within 90 days from uploading of this order and to further pay, thereafter each month's interest of ₹ 12,101/- till the delivery of possession.
6. **Disposed of** in above terms. File be consigned to record room and order be uploaded on the website of the Authority.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]

