



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 102 OF 2021

Poonam Chawla

....COMPLAINANT(S)

VERSUS

RPS Infrastructure Limited

....RESPONDENT(S)

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

**Mmeber
Member**

Date of Hearing: 16.11.2021

Hearing: 3rd

Present: Ms. Poonam Chawla, Ld. complainant through VC.

Ms. Manpreet Kaur, Ld. counsel for the respondent through VC.

ORDER (DILBAG SINGH SIHAG- MEMBER)

1. While initiating her arguments, the complainant pleaded that she has sought possession of a unit bearing no. 0123, first floor, booked in the year 2012 in respondent's project named 'RPS Infinia Azure-2, Faridabad'. BBA was executed between the parties on 24.04.2013. She has already paid ₹47,26,899/- against basic sale price of ₹43,16,325/-. As per BBA, respondent

had committed to deliver possession of the booked unit within 42 months from the agreement i.e. 24.10.2016 but respondent has not given possession till date. Therefore, complainant has filed present complaint for possession of the unit along with delay interest till a valid offer of possession is made, that too after obtaining Occupation Certificate by the respondent-promoter.

2. On the other hand, ld. counsel for the respondent submitted that the project is required to be completed by 14.09.2023 as per registration granted by the Authority vide Registration No. 198 of 2017 dated 15.09.2017. Structure of the Tower no. Azure-02/T-03 wherein unit of the complainant is located has been completed. Finishing work and other services are in progress at present and the same are expected to be completed much prior to the completion date given by this Authority.

She further pleaded that various force majeure circumstances including periodic ban on all construction activities imposed by National Green Tribunal, Delhi during 2016 and 2019, a blanket ban on all construction activities imposed by Supreme Court from November 2019 till February 2020, nationwide lockdown imposed by the Government of India vide notification dated 24.3.2020, are main reasons for delay in completion of the project. Besides this, default committed by the complainant in remitting its dues on time affected the progress of the project. Despite having faced with the aforesaid hurdles, respondent made dedicated and sustained efforts to



complete the structure of the tower in which unit of the complainant is situated.

In this background, Id. Counsel for the respondent further submitted that respondent shall be allowed time to offer possession and pay delay interest till the grant of Occupation Certificate.

She further averred that upfront payment of delay interest will jeopardise the completion schedule of the project. Therefore, respondent may be granted time to pay delay interest to the allottee as and when possession is being offered to the complainant after obtaining Occupation Certificate from the competent Authority

3. Authority had passed tentative conclusions vide order dated 13.10.2021 which are reproduced below for ready reference:

“After hearing both the parties and going through the documents placed on record, Authority prima facie observes that complainant has sought relief of possession of allotted unit 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 is of the tentative opinion that complainant is entitled to be paid upfront interest on the already paid amount from the deemed date of possession i.e. 24.10.2016 till today i.e. 13.10.2021. 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 ₹ 21,85,964/- as interest payable to the complainant from deemed date of possession i.e. 24.10.2016 till 13.10.2021.

Besides the said amount of interest, complainant is also entitled to receive each month's interest on the paid amount of ₹47,26,899/- from 13.10.2021 onwards till the delivery of actual possession after obtaining Occupation Certificate. Such interest works out to ₹ 36,633/- per month as calculated by the accounts branch of this Authority."

4. After going through oral and written submissions of both parties, Authority confirms its observations made vide order dated 13.10.2021. Respondent is directed to offer possession of the unit to the complainant as and when he obtains Occupation Certificate. He is directed to make upfront payment of delay interest of ₹21,85,964/- for delay caused in handing over the

possession from deemed date of possession i.e. 24.10.2016 till 13.10.2021 within 90 days of uploading of this order on website of the authority and further, pay monthly interest of ₹ 36,633/- from 13.10.2021 onwards till the delivery of actual possession after obtaining Occupation Certificate.

5. Case is **disposed of** in above terms. Orders be uploaded on website of the Authority and files be consigned to the record room.



ANIL KUMAR PANWAR

[MEMBER]



DILBAG SINGH SIHAG

[MEMBER]

