



Complaint no. 371 of 2021

## HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

### COMPLAINT NO. 371 OF 2021

YATISH KUMAR

....COMPLAINANT(S)

VERSUS

ANSAL CROWN INFRABUILD PVT. LTD.

....RESPONDENT(S)

**CORAM: Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing: 10.02.2022**

**Hearing: 6<sup>th</sup>**

**Present through video call: - Sh. Roop Singh, Learned counsel for the complainant**

None for the respondent

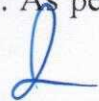
2

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

1. While initiating his pleadings, learned counsel of the complainant submitted that complainant has sought possession of a flat bearing no. 703 in Tower-7, booked in the year 2011 in respondent project namely, 'Ansal Crown Heights, Faridabad'. He has already paid ₹ 54,61,423/- against basic sale price of ₹48,54,850/-. As per agreement dated 28.02.2012, respondent had committed to deliver possession of the unit within 36 months from the date of execution of agreement, which comes to 28.02.2015. Even after lapse of six years from the deemed date of possession, respondent has not given possession of the booked flat. Since project is still incomplete. So, complainant has prayed for possession of the unit along with delay interest.

2. No reply has been filed till date by the respondent even after lapse of five opportunities given to him.

3. Authority observes that this complaint was received on 22.03.2021. A notice along with a copy of the complaint was delivered to the respondent on 02.04.2021. Thereafter, matter had been listed for hearing on 28.04.2021, 14.07.2021, 02.09.2021, 11.11.2021, 14.12.2021. Each time respondent had been given opportunity to file reply but they had remained fail to do so. So, Authority was constraint to strike off respondent's defence and proceeds to dispose of his matter on the basis of admitted facts available in the file. Further, Authority got certain information with regard to the project in question from the project Section of the Authority. As per



records, this project is a registered project vide Id no. PKL- FBD- 28-2018. Earlier project was to be completed by 01.10.2020. Now after granting extension to the project completion date is 30.09.2022.

4. After going through the records available on file, Authority observes that complainant has paid to the respondent total amount of ₹ 54,61,423/- , receipt of each payment has been annexed as Annexure P-3 at page no. 25- 38 of the complainant book. Further, complainant has annexed a copy of dully signed buyer agreement as annexure P-2 of the complaint book which clearly shows that both parties had entered into this agreement. Accordingly, it is concluded that complainant had paid full amount to the respondent and respondent despite having received full price of the flat had remained fail to deliver the possession to the complainant till date. Complainant has sought possession of the booked flat along with interest on account of respondent's failure to deliver possession on the agreed date. Though ignoring delay on the part of the respondent in completing the project, complainant is still interested to retain his allotment. 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 has no hesitation in concluding that the complainant is entitled to be paid upfront interest on the already paid amount from the deemed date of possession i.e. 28.02.2015 till today i.e.

10.02.2022. Account branch of this Authority on calculation of interest as per Rule 15 of HRERA, Rules 2017, has worked out this amount of ₹ 35,31,730/- as interest payable to the complainant from deemed date of possession i.e. 28.02.2015 till 10.02.2022.

5. Now, interest payable to the complainant on account of delay in delivery of possession from deemed date of possession i.e. 28.02.2015 till 10.02.2022 works out to ₹35,31,730/-. Besides said amount of interest, complainant is also entitled to receive each month's interest on the paid amount of ₹54,61,423/- from 10.02.2022 onwards till the delivery of actual possession after obtaining Occupation Certificate from the competent Authority. Such interest works out to ₹ 42,326/- per month as calculated by the accounts branch of this Authority.

6. In view of above conclusion, complaint is disposed off with a direction that respondent shall pay to the complainant interest of ₹ 35,31,730/- within 45 days from the date of uploading of this order and will further pay to the complainant every month's interest till handing over of possession of the flat, which on calculation as per Rule 15 of HRERA Rules, 2017 i.e SBI highest marginal cost of lending rate plus 2%. Said amount works out to ₹ 42,326/- per month.



7. 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]

