

**Before the Real Estate Regulatory Authority, Punjab, Plot
No.3, Block-B, First Floor, Sector 18A, Madhya Marg, ,
Chandigarh-160018.**

Complaint AdC No.1627/2020-TR-
AUTH-01042020

Dated of Institution: 03.07.2020

Date of Order: 31.03.2021

Neelam Rani Sharma w/o Shri Bithal Hari, House No.HM-10,
Phase 3-B-1, SAS Nagar, Mohali - 160059

Complainant

Versus

1. Mona Township Private Limited, Sector 115, Kharar
Landran Road, SAS Nagar, Mohali 140307
2. Tejinder Pal Setia, Chairman, Mona Township Private
Limited, # 138, Bhera Enclave, Pachim Vihar, West
Delhi, Delhi 110087

....Respondents

Complaint under Section 31 of the Real Estate
(Regulation and Development) Act 2016.

Present: 1. Shri Bithal Hari, on behalf of complainant
2. Ms. Rabia, Advocate for Shri Vipul Monga,
Advocate for the respondents

ORDER

Apartment No.206-B measuring 1500 square feet in the
project 'Mona Cityhomes' developed by the respondents was
booked by the complainant on 18.06.2017 for a total price of
Rs.31,76,800/-. The Buyers' Agreement was entered into

between the parties on 21.06.2017 and it was mentioned therein that the respondents shall endeavour to offer possession of the apartment within 12 months from the date of allotment. Delivery of possession however delayed, and the present complaint was filed on 03.07.2020. It is alleged therein that a total payment of Rs.30,40,000/- had been made to the respondents, but despite that the possession of the apartment had been unduly delayed. The relief sought in the complaint accordingly is delivery of possession of the apartment, and payment of interest at the rate of 12% per annum (as stipulated in clause 29(d) of the Buyers' Agreement) for the period of delay in handing over possession.

2. Notice of the complaint was issued to the respondents who filed a reply in the matter. It is contended in the reply that the respondents stood by the terms of the Agreement dated 21.06.2017. However, the project had got delayed due to extraneous factors such as enforcement of the Real Estate (Regulation and Development) Act, 2016 and introduction of the Goods and Service Tax in 2017. These developments necessitated that the respondent no.1 had to reorient its working, causing delay in the completion of the project. It is also alleged that some allottees like the present one had not paid the due amounts at the stipulated time and had therefore also caused the delay in timely execution of the project.

3. During the pendency of these proceedings, the complainant took over possession of the apartment on 03.10.2020. The complainant signed a certificate to this effect but recorded a note thereon that a water purifier, wall paper and one geyser in a bathroom had not yet been installed as promised by the respondents.

4. The matter was taken up for arguments on 12.03.2021. Shri Bithal Hari, husband of the complainant and Shri Vipul Monga, Counsel for the respondents reiterated their respective contentions as in the pleadings. The complainant also submitted written arguments. It was submitted that after due date for possession of the apartment had lapsed the complainant sent many references to the respondents asking for possession of the apartment and also to continue paying the equated monthly installments (EMIs) under the tripartite subvention agreement entered into between the parties and the financing institution, M/s India Bulls. These requests however, did not elicit any response. Ultimately, possession was given on 03.10.2020 after a delay of more than 2 years from the due date of possession. The complainant sought interest at the rate of 12% per annum as per the stipulation contained in the agreement. Similarly, Shri Vipul Monga appearing on behalf of the respondents pointed out that the respondents had offered possession of the apartment to the complainant on 07.01.2019 but the latter did not pay the balance amount due. He pointed out that out of the total

consideration of Rs.31,76,800/- only a sum of Rs.28,82,000/- had been received so far, and the complainant should be asked to pay the balance.

5. We have carefully considered the rival contentions and have perused the record of the case. Having done so, we find that clearly there has been delay in delivery of possession of the apartment to the complainant. The matter therefore falls under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 and the complainant is entitled to the relief provided therein. This complaint is accordingly disposed off with the following directions:

- i. Interest at the rate prescribed under Rule 16 of the Punjab State Real Estate (Regulation and Development) Rules, 2017 i.e 9.30% per annum has to be paid from 01.07.2018 till 03.10.2020 when the possession was actually delivered to the complainant. Any amount already paid by the respondents to the complainant on account of delay in delivery of possession shall be set off against this amount. Similarly, the amount paid by the respondents to the financing institute under the Subvention Agreement shall also be set off against the interest to be paid to the complainant. The relief claimed in the complaint for payment of interest at the rate of 12% per annum is declined;
- ii. The respondents are directed to remove deficiencies pointed out by the complainant i.e

- a. RO system in the kitchen;
- b. Wall paper on one wall each of the living room and master bedroom; and
- c. A geyser in one bathroom

within 4 weeks of the issue of this order.

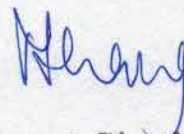
iii. Similarly, the complainant is directed to complete balance payment in terms of agreement dated 29.06.2017 within a period of 4 weeks from the date of issue of this order. We feel that there was no justification in withholding the payment after obtaining possession of the apartment and hence interest on this amount should be paid at the same rate as mentioned in para 5(ii) above from 03.10.2020 till the date of actual payment.

6. The complaint is disposed of in above terms.

7. File be consigned to the record room and copy of the order be provided to both the parties free of costs.

Announced.

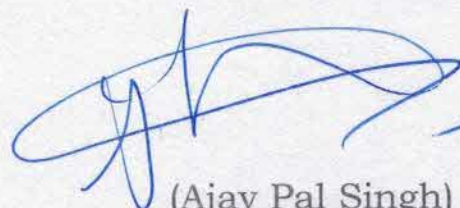
Dated: 31.03.2021



(Navreet Singh Kang)
Chairperson



(Sanjiv Gupta)
Member



(Ajay Pal Singh)
Member