

**BEFORE THE
REAL ESTATE REGULATORY AUTHORITY, PUNJAB,
SAS NAGAR (MOHALI)**

Complaint No.103 OF 2018
Date of Decision: 11.09.2018

Jasbir Singh and another

...Complainants

Versus

M/s. Janta Land Promoters Pvt. Ltd.

...Respondent

ORDER

Complaint received on 5th July, 2018 pertains to the purchase of 4BHK Apartment No. E-1302 of 3007 sq. ft. (Approximately), in Wing 'E' on 13th Floor in Falcon View, Phase-1, Sector 66A, Mohali, Punjab from M/s. Janta Land Promoters Pvt. Ltd. on 27.02.2013. The actual sale consideration (Basic Price) for the flat was Rs.1,12,61,110/- (Rupees One Crore Twelve Lakh Sixty One Thousand One Hundred Ten only) out of which complainant already paid 10% of the booking amount i.e. Rs.11,56,269/- (Principal Rs.11,21,611/- + Service Tax Rs.34,658/-) on 20.12.2012. Further 25% of basic sale price i.e. Rs.28,04,028/- was to be paid by the complainant upto 06.03.2013 and balance 65% amount of Rs.72,90,471/- was to be paid in 9 other installments as per allotment letter.

Accordingly, complainant has paid an amount of Rs.1,13,47,811/- (including tax as applicable) in 8 installments inclusive of booking amount till date as per detail given below:-

Sr. No.	Particulars	Amount	Date of Payment
1	Booking Amount	1121611.00	20.12.2012
2.	On commencement of Construction	1.00	06.03.2013
		1598372.00	
		99482.00	
		1106173.00	



3.	On completion of basement Roof Slab of the Tower	9580.00	02.10.2013
		1075044.00	
4.	On completion of 2 nd floor Roof Slab of the Tower	8858.00	17.03.2014
		1075767.00	
5.	On completion of 5 TH floor Roof Slab of the Tower	9613.00	13.09.2014
		831595.00	
6.	On completion of 8 TH floor Roof Slab of the Tower	9630.00	11.01.2015
		831578.00	
7.	On completion of 11 TH floor Roof Slab of the Tower	9647.00	20.06.2015
		831561.00	
8.	On completion of Final Roof Slab of the Tower	5691.00	19.06.2016
		835517.00	
9.	On completion of Internal Plaster of the Tower	5171.00	09.11.2016
		936037.00	
10.	On completion of Internal Flooring	5171.00	18.02.2017
		936038.00	
11.	On delivery of possession	5674.00	10.02.2017
		11347811.00	

Thus, the complainant made complete 95% of the payment alongwith the applicable taxes on or before the due dates. The allotment letter Memo No.JLPL/Falcon View, Phase-1 Apartment/(FVA-2822)2013/1706-1708 Dated 27.02.2013 mentioned the date of possession within 30 months i.e. by 27.09.2015. As per Clause 2.2 of the allotment letter, the balance payment was to be made at the time of offer of possession, which has not been offered till the time of this order.

Now, the complainant has sought the following reliefs:-

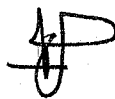
1. To direct the respondent to complete the development of project and construction of the apartment and deliver the possession of the apartment alongwith all amenities.
2. Interest on the payment made by him till the date of delivery of the possession of the apartment as prescribed by the Act.



3. A compensation of Rs.10,00,000/- as lump sum compensation for causing Mental & Physical Harassment and Agony and Rs.1,50,000/- as Costs of Litigation to the Complainants.

In response to the complaint, a detailed reply was submitted by the respondent on 07.08.2018. The respondent, in his reply, has nowhere controverted the facts mentioned in the complaint in regards to the payments made and the date of completion of the flat. However, the respondent has mentioned about a series of events/incidents which took place in the years 2012, 2013 and 2014 in regards to issues relating to the site development and shortage of raw material etc. Most of these issues pertain to the period prior to the date of allotment letter which was issued on 27.02.2013, in which the date of completion was mentioned as 27.09.2015. At the time of allotment, the respondent was fully aware of the factors which had contributed towards the delays in the start of the construction of the project. It was very much within the scope of the respondent to give a more reasonable date for completion of the construction but he still chose to offer a date on which he has failed to complete its construction. The respondent could not explain the reasons for the same. Further on the date of arguments, none came present before the bench of this Authority on behalf of respondent, even after knowing the said date fixed for arguments, implying that respondent had nothing more to say in the matter listed for final arguments.


In view of the facts on record, it is proven fact that the respondent has failed to offer possession of the flat till the date of this order although the same was required to be done on 27.09.2015. No justifiable reasons were offered by the respondent for the delay caused. In view of the fact that the respondent received 95% of payment of the agreed price of the flat, alongwith all applicable taxes, without any delay on the part of the complainant, the following is ordered:-



1. The respondent shall be liable to pay interest to the complainant as per Rule 16 of Punjab State Real Estate (Regulation & Development) Rules, 2017 and Section 19 (4) of the Real Estate (Regulation & Development) Act, 2016 from the date of receipt of 1st payment from the complainant i.e. 20.12.2012 till the date of this order, as per the state bank of India highest marginal cost of landing rate plus two percent, from time to time, as First Part within 30 days of this order.
2. In the second part, the respondent shall pay interest to the complainant as per Rule 16 of Punjab State Real Estate (Regulation & Development) Rules, 2017 and Section 19 (4) of the Real Estate (Regulation & Development) Act, 2016 from the date after the date of this order, till the date of offer of possession of the flat to the complainant. The same shall be adjusted towards the final demand notice at the time of offer of possession.
3. The complainant will pay balance 5% payment at the time of offer of possession of his flat by the respondent.
4. No case is made out for award of any compensation amount.

The complaint is accordingly disposed off. File be consigned to record room and copy of order be provided, free of cost, to both the complainant and the respondent.

SAS Nagar (Mohali)
Dated: 11.09.2018


(SANJIV GUPTA)
Member
RERA, Punjab
11/09/18