

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

Complaint No.98 OF 2018
Date of Decision: 31.08.2018

Navreet Singh Beling and another

...Complainants

Versus

M/s. Janta Land Promoters Pvt. Ltd.

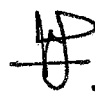
...Respondent

ORDER

Complaint received on 5th July, 2018 pertains to the purchase of Flat No. D-202, of 3208 sq. ft., Road Facing, in Wing 'D' on 2nd Floor in (Super Mega Project) Falcon View, Phase-1, Sector 66A, Mohali, Punjab from M/s. Janta Land Promoters Pvt. Ltd. on 27.08.2014. The actual sale consideration for the flat was Rs.1,01,05,200/- (Rupees One Crore One Lakh Five Thousand Two Hundred only). Complainant paid an amount of Rs.10,10,820/- + applicable service tax as booking amount on 23.08.2014 and balance amount of Rs.90,94,380/- was to be paid in 8 other installments.

Accordingly, complainant has paid an amount of Rs.98,98,924/- (including service tax) in 7 installments inclusive of booking amount till date as per detail given below:-

Sr. No.	Particulars	Amount	Date of Payment
1	Booking Amount	1048321.00	23.08.2014
2	1 st Installment	1180738.00	14.01.2015
3	2 nd Installment	1341319.00	15.04.2015
4	3 rd Installment	1351370.00	15.07.2015
5	4 th Installment	1184188.00	15.10.2015
6	5 th Installment	1188025.00	15.01.2016
7	6 th Installment	1301380.00	15.04.2016
8	7 th Installment	1303583.00	15.07.2016
	GRAND TOTAL	9898924.00	


31/08/18

Thus, the complainant made complete 7 installments of payment along with the applicable taxes on or before the due dates. The allotment letter Memo No.JLPL/(Super Mega) Falcon View, Phase-1 Apartment/(FVA-6889)2014/8318-19 Dated 27.08.2014 mentioned the date of possession within 30 months i.e. 26.02.2017. The contentions of the complainant are that despite having paid 7 installments out of 8 installments of the agreed sale price well within time. 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.


Clause No. 2.24 (Page 6 of the allotment letter) reads as under:-

“The construction of the residential apartment is likely to be completed within a period of 30 months from the date of issue of allotment letter and possession will be delivered after obtaining Occupation Certificate from the Competent Authority but shall be subject to force majeure and circumstances beyond the control of developers and that period shall not be counted towards the said period of 30 months.”

Now, the complainant has sought the following reliefs:-

1. Interest of an amount of Rs.29,412,65/- on the payment made by him upto 30.06.2018 be paid as prescribed by the Act.
2. GST Applicable on the outstanding amount to be borne by the respondent.
3. A compensation of Rs.5,00,000/- for delay in possession which caused uncertainty and discomfort.

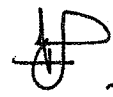
In response to copy of the complaint along with the attached documents sent to the respondent, a detailed reply was submitted on 06.08.2018 followed by additional documents submitted 27.07.2018. The respondent, in his reply, has nowhere controverted the facts mentioned in the complaint in regards to the payments made and


31/08/18

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. All these issues pertain to the period prior to the date of allotment letter which was issued on 27.08.2014, in which the date of completion was mentioned as 26.02.2017. 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 argument, 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 before this bench of the Authority.

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 26.02.2017. No justifiable reasons were offered by the respondent for the delay caused as reference was made to certain incidents which took place much prior to the date of letter of allotment. In view of the fact that the respondent received 7 installment + Booking Amount 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. 23.08.2014 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


31/08/18

of this order. The amount of interest as calculated from 23.08.2014 (date of 1st payment) till 31.08.2018 (date of order) works out to be Rs.31,16,725/- as claimed by the complainant, subject to the final scrutiny.

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 8th installment before taking possession of the flat and the complainant shall be liable to pay GST, as applicable, on the outstanding amount of 8th installment payable by him 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: 31.08.2018


(SANJIV GUPTA)
Member
RERA, Punjab

31/08/18