

BEFORE THE CHAIRPERSON, REAL ESTATE REGULATORY**AUTHORITY, PUNJAB**

Complaint RERA/GC No.1024 of 2018

Date of Decision 09.10.2018

Mehak Aggarwal, d/o Shri Jagmohan Kumar Gupta, r/o House No.21,
Phase-2, Urban Estate, Patiala

....Complainant

Versus

The Chief Administrator, Greater Mohali Area Development Authority,
PUDA Bhawan, Sector 62, SAS Nagar, Mohali.

.... Respondent

Present : Complainant in person

ORDER

This complaint has been filed by Ms. Mehak Aggarwal, resident of House No.21, Sector 2, Urban Estate, Patiala against the Greater Mohali Area Development Authority (GMADA) in relation to a plot allotted to the complainant in the project titled IT City, at Mohali.

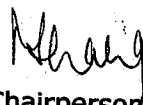
2. The complaint was taken up today and the complainant was heard at length. She pointed out that she had been allotted a plot of 500 Sq. Yards in the draw of lots held on 21.09.2016. A total sum of Rs.30.00 lakhs (amounting to 30% of the total price) had been deposited with the respondent by 16.11.2017, and the next installment was due on 21.05.2018. However, the complainant could not pay the installment in time because of financial constraints. In any case, GMADA had not completed the development works at site and had not offered the possession of the plot within the stipulated time i.e one year after the allotment. The relief claimed by the complainant is as follows:-

- i. Waiver of outstanding interest, penalty and surcharge in case of delayed payment on the balance 70% payment;
- ii. Interest @12% p.a. on the amount deposited by the complainant till the date of payment; and
- iii. Recovery of balance 70% of the due amount to be started only after possession is offered.

3. The complainant's claim has been considered carefully. The first point to be noted in this regard is that at the time of registration of the project, the respondent has been allowed time till 31.12.2019 to complete the project. The complainant therefore cannot demand that possession be handed over before this date, but would be entitled to payment of interest for the period of delay in delivering actual possession as compared to the date prescribed in the allotment letter for this purpose. However, the demand for waiver of interest and penalty, and exemption from payment of the balance due is not justified. Both sides to an agreement have to be held to their offers; and the respondent would be in a position to complete the development work only if all allottees were to make their payments at the stipulated times. Thus the relief claimed at serial no.(i) and (iii) above cannot be allowed. The relief at serial no.(ii) can also be termed as pre-mature since no offer of possession has been made till date. No relief can be provided on this account at this stage.

4. This complaint is accordingly dismissed in limine.

Announced.


Chairperson
Real Estate Regulatory Authority
Punjab