

Prithi Chand Thakur and Anr.
Vs.
M/s. Future City Developers Pvt. Ltd.
(Unregistered Project)

Present: Sh. Vipul Monga, Counsel for the complainant(s).
Sh. Amandeep Singh Saini, Counsel for the respondent(s).

Matter heard through Video Conference (VC).

The present complaint U/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'Act') was filed on 17th February, 2020 by Sh. Prithi Chand Thakur and Ms. Shanta Thakur (hereinafter referred as "Complainant(s)") against M/s. Future City Developers Pvt. Ltd. & others (hereinafter referred as "Respondent(s)") in respect to Flat No. 204-B, 2nd Floor having carpet area 1095 sq. ft. approximately. Agreement was signed on 29.03.2013 at a price of Rs.28,00,000/- as BSP. Till date the complainant has paid a total amount of Rs.26,70,000/- . The complainant took physical possession of the flat in the year 2016 and has now alleged that the respondent has not executed the conveyance/sale deed of the flat so far.

In response to the complaint, the respondent submitted reply on 24.06.2020. Counsel for the complainant(s) mailed their replication to the reply on 18.08.2020, which was taken on record. Today matter came up for arguments. Both the parties made their submissions.

Complainant(s) have mentioned that the respondent had given physical possession of the flat in the year 2016 but the registered sale deed was never executed. Counsel for the complainant(s) argued that the respondent is liable for payment of interest for delay in executing the sale deed.

The counsel for the respondent argued that the complaint is frivolous in nature. In support of his arguments, he invited attention to annexure R-3 vide which the complainant(s) were asked to sign the sale deed on 29.11.2014, after payment of pending dues. Counsel for the complainant(s) was not able to rebut the same satisfactorily. Counsel for the respondent also invited attention towards the the complaint filed before the Permanent Lok Adalat which was compromised on 26.07.2019. Thereafter, the complainant(s) filed the complaint before this Authority in February, 2020.



Based on the facts on record and arguments of counsels for the complainant as well as respondent, the following is observed:-


- i. The complainant received physical possession of his flat in 2016 and is in continuous possession of the same.
- ii. The sale deed of the apartment has still not been executed.
- iii. Both the counsels failed to bring out the reasons for failure to execute the sale/conveyance deed. However, the respondent in his reply has alleged that a sum of Rs.2,91,520/- was outstanding towards the complainant in the year 2014, which has still not been cleared by the complainant so far.

In view of the above, the following is ordered:-

- i. The complainant is directed to clear the entire outstanding amount alongwith interest @ 9.30% (as per State Bank of India highest marginal cost of lending rate i.e. 7.30% + 2%), from the date it was due.
- iii. On receipt of the entire outstanding amount, alongwith interest, the respondent shall initiate immediate steps to get the conveyance deed executed, as per the terms and conditions mentioned in the agreement to sell executed on 15.05.2013.
- iv. No other relief is made out.

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.

Chandigarh
Dated: 07.10.2020


(SANJIV GUPTA)
Member
RERA, Punjab
07/10/20