

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

Complaint No.79 OF 2018
Date of Decision: 24.07.2018

Amanjyot Dhillon and Amarjeet Singh Dhillon

...Complainants

Versus

M/s. Janta Land Promoters Pvt. Ltd., SCO 39-42, Sector 82, Mohali.

...Respondent

ORDER

Complaint received on 8th May, 2018 pertains to the purchase of Flat No. C-803 in Falcon View Apartments, Sector 66A, Mohali, Punjab purchased from M/s. Janta Land Promoters Pvt. Ltd. on 25.10.2016. The actual sale consideration for the flat was Rs.1,12,68,000/- (Rupees One Crore Twelve Lakh Sixty Eight Thousand only). However, in case of 95% payment of the flat made upfront, a discount of 6.65% was offered on the offer price. Accordingly, the price of the flat was fixed at 1,05,18,678/- (Rupees One Crore Five Lakh Eighteen Thousand Six Hundred Seventy Eight only). The 95% amount was to be paid before 21.12.2016. The complainant on 25.10.2016 made a payment of Rs.51,01,805/- (Rupees Fifty One Lakh One Thousand Eight Hundred Five only) towards 46% of the settled price i.e. 48,82,110/- (Rupees Forty Eight Lakh Eighty Two Thousand One Hundred Ten only) plus applicable service tax and further on 17.11.2016 made the remaining payment of Rs.53,40,613/- (Rupees Fifty Three Lakh Forty Thousand Six Hundred Thirteen only) towards balance 49% of the amount i.e. Rs.51,10,624/- (Rupees Fifty One Lakh Ten Thousand Six Hundred Twenty Four only) plus applicable taxes. Thus, the complainant made complete 95% payment alongwith the applicable taxes before the due date i.e. 21.12.2016. The allotment letter dated

25.10.2016 mentioned the date of completion of the project as 31.03.2017. The contentions of the complainant is that despite having paid 95% of the agreed sale price well within time, he has still not been offered possession of the flat which was to be completed by 31.3.2017. He has sought the following four reliefs:-

1. Interest on the payment made by him as prescribed by the Act.
2. Refund/reimbursement of the rental paid by him @ 15,435/- per month since the date on which the possession of the flat was to be offered i.e. on 31.3.2017 as he had to stay in a rented accommodation.
3. Waiving off GST applicable on the outstanding amount of 5%
4. A compensation of Rs.5,00,000/- for harassment, mental agony and inconvenience.

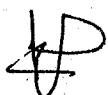
In response to a copy of the complaint alongwith the attached documents, sent to the respondent, a detailed reply was submitted on 31.05.2018 followed by additional documents submitted 02.07.2018. The respondent, in his reply, has nowhere controverted the facts mentioned in the complaint in regards to 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. All these issues pertain to the period prior to the date of allotment letter which was issued on 25.10.2016, in which the date of completion was mentioned as 31.3.2017. 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.

In view of the facts on record, it is proven 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 31.3.2017. No justifiable reasons were offered by the respondent for the delay as reference was made to certain incidents which occurred much prior to the date of letter of allotment. In view of the fact that the respondent received 95% 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. 25.10.2016 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.
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.
3. No case for refund/reimbursement of rental paid by the complainant is made out. Hence, the respondent shall not be liable to make any such payment towards the rental.
4. The complainant shall be liable to pay GST, as applicable, on the outstanding amount of 5% payable by him at the time of offer of possession of his flat by the respondent.
5. 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: 24.07.2018


(SANJIV GUPTA)
Member
RERA, Punjab

24/07/18