

PROCEEDINGS OF THE DAY

Day and Date	Wednesday and 19.09.2018
Complaint No.	459/2018 Case titled as Mr. Sunil Jain V/ s M/s Adel Landmarks Pvt. Ltd.
Complainant	Mr. Sunil Jain
Represented through	Complainant in person with Shri Bidit Deka, Advocate
Respondent	M/s Adel Landmarks Pvt. Ltd.
Respondent Represented through	Ms. Tarini Bhargava, Advocate for the respondent
Last date of hearing	21.8.2018
Proceeding Recorded by	

Proceedings

The complainant has alleged that he had booked a flat on 3.8.2011 and as per allotment letter dated 28.2.2013, the possession of the flat No.CSM/86/F-0101, 1st Floor, Tower-F was to be handed over within 54 months. However, Builder Buyer Agreement was signed inter se between the parties on 10.10.2013. As per clause 10.1 of the agreement, the possession was to be delivered by 10.4.2018. The complainant has filed his complaint in June 2018 i.e. after lapse of committed date of delivery of possession. The complainant has attached the ground photographs wherein

the construction in Tower-F is only upto structure of 6th floors whereas the total floors are 18 in number. The progress/development of the project is dismal and there is no ray of hope w.r.t. completion of work even in coming three years. It seems that the project has been abandoned as no work on the project is being done. The project is not registered. Besides this, as per the counsel for the respondent, the licence of the project is in the process of renewal. In view of the facts and circumstances as stated above, there is no option with the authority but to allow refund to the buyer with prescribed rate of interest @ 10.45% within 90 days and no more interest in any manner. However, the complainant is at liberty to seek compensation by making an application before the Adjudicating Officer.

Samir Kumar
(Member)

Subhash Chander Kush
(Member)

Dr. K.K. Khandelwal
(Chairman)
19.09.2018