

**Sandeep Koul**  
**Vs.**  
**M/s. WWICS Estates Pvt. Ltd.**

**RERA Registration No. PBRERA-SAS80-PR0046**

Present: Complainant in person.  
Sh. Raman Walia, Counsel for the respondent.

Matter heard through V.C.

The present complaint U/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'Act') was filed on 10<sup>th</sup> April, 2020 by Sh. Sandeep Koul (hereinafter referred as "Complainant") against M/s. M/s. WWICS Estates Pvt. Ltd. (hereinafter referred as "Respondent") in respect to Flat No. B-1002 at Imperial Heights, Sector 115, Mohali . Agreement for apartment was signed on 10.02.2019 at basic sale price of Rs.40,53,994/-.


In response to the complaint, the respondent submitted reply on 18.09.2020. The complainant mailed their replication to the reply on 30.09.2020, which was taken on record. Today matter came up for arguments. Both the parties made their submissions.

The complainant had entered into an agreement for sale with the respondent on 10.02.2019 in respect of his apartment no. B-1002. As per the terms and conditions agreed upon as mentioned at Condition D (20), the respondent was liable to hand over possession "within 30 months or with an extended period of 6 months from the date of builder buyer agreement". Accordingly, as per this provision, the builder was required to offer possession upto 10.02.2022. However, the respondent offered possession to the complainant on 04.10.2019 and executed a conveyance/sale deed in favour of the complainant on 4.10.2019 itself.

The complainant has now sought actual physical possession and interest for delay in handing over the possession. The counsel for the respondent argued that there is no delay in handing over the possession as the possession has been handed over within 8 months of the execution of the buyers agreement although they were entitled to hand over the possession within 36 months of the same. He also referred to the acceptance of possession by the complainant in the conveyance deed which was executed on 4.10.2019. The respondent has also attached a copy of partial completion certificate dated 30.10.2017 in respect of the project in which the apartment is located.

In view of the facts mentioned above and the submissions made by both the complainant and respondent, the complaint is devoid of merits as the possession has been handed over and conveyance/sale deed executed much prior to the promised date and no contravention of any provision of the Real Estate (Regulation & Development) Act, 2016 has taken place. Hence, complaint is dismissed being devoid of merits. File be consigned to record room and copy of order be provided, free of cost, to both the complainant and the respondent.

**Chandiarh**  
**Dated: 08.10.2020**

  
**(SANJIV GUPTA)**  
Member 08/10/20  
RERA, Punjab