



Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018
Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

Before the Bench of Sh. Rakesh Kumar Goyal, Chairman.

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| 1. Complaint No. | GC No. 0446/2023 |
| 2. Name & Address of the complainant (s)/ Allottee | 1. Ms. Kavita Marwah,
2. Sh. Davinder Marwah,
(Both at House No. 1096, Sector 37B,
Chandigarh – 160037). |
| 3. Name & Address of the respondent (s)/ Promoter | M/s. Omaxe Chandigarh Extension Development Pvt. Ltd.,
(Presently M/s. Omaxe New Chandigarh Developers Pvt. Ltd.)
Corporate Office ,10 LSC, Kalkaji, New Delhi – 110019. |
| 4. Date of filing of complaint | 11.03.2023 |
| 5. Name of the Project | The Lake, Group Housing, project part of Mega Residential Project at Mullanpur
(New Chandigarh Master Plan) in GMADA, Punjab |
| 6. RERA Registration No. | PBRERA-SAS80-PR0040 |
| 7. Name of Counsel for the complainant, if any. | Sh. Eklavya Gupta, Counsel for the complainant |
| 8. Name of Counsel for the respondents, if any. | Sh. Ashim Aggarwal, Advocate for the respondent |
| 9. Section and Rules under which order is passed | Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. State RERD Rules, 2017. |
| 10. Date of Order | 09.01.2026 |

Order u/s. 31 read with Section 40(1) of Real Estate (Regulation & Development) Act, 2016 r/w Rules 16, 24 and 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017

The complainants have filed the present complaint under the provisions of the Real Estate (Regulation and Development) Act, 2016, alleging **delay in handing over possession of the residential unit** booked by them in the project known as “The Lake”. It has been pleaded that at the time of booking, the respondent represented that it had obtained all necessary approvals from the competent authorities and assured timely completion of the project. Relying upon such representations, the complainants booked Residential Flat No. TLC/Emerald-C/Eleventh/1104 in RERA Registered project bearing Registration No. PBRERA-SAS80-PR0040.

2. The brief facts of the complaint, as alleged by the Complainants is that they booked Flat No. TLC/Emerald-C/ELEVENTH/1104 in the Respondent's RERA-registered project “THE LAKE” at OMAXE, New Chandigarh, on the assurance that all statutory approvals had been obtained and that possession



would be delivered within the stipulated time. A Buyer's Agreement dated 30.07.2015 was executed between the parties, fixing the total sale consideration at ₹90,63,725/- (excluding applicable taxes), against which the Complainants paid substantial amounts strictly in accordance with the agreed payment plan. Initially, the amount paid by the Complainants was stated to be ₹75,07,263/-, constituting more than 85% of the total sale consideration; however, during the course of arguments, the Ld. Counsel for the Complainants clarified and corrected the said figure, submitting that the actual amount paid by the Complainants to the Respondent is ₹73,53,987/-. For the sake of clarity and ready reference, the details of payments as submitted by the Ld. Counsel for the Complainants during arguments are reproduced hereinbelow:

Case - GC No - 0446/2023

Item - 30

KAVITA MARWAH & Am.

v/s

Omami Chandigarh Ent. Development Pvt.

Interest on Delayed Possession

Payment made till 30/7/2019 - Rs 5,619,136/-

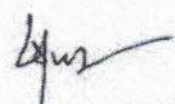
21/8/2019 - Rs 13,07,423/-

9/9/2020 - Rs 4,27,428/-

Total - Rs 73,53,987/-



Date - 15/12/2025


EKAVYA GUPTA
ADVOCATE
For Complainants

2.1 As per the Buyer's Agreement dated 30.07.2015, the Respondent was contractually bound to deliver possession of the unit on or before 30.07.2019; however, the Respondent has failed to hand over possession till date and has not obtained the mandatory Occupation Certificate/Completion Certificate, rendering any purported offer of possession illegal and invalid in law. Despite repeated visits and requests made by the Complainants, possession has not been delivered even after a delay of more than six years from the committed date, nor has any interest for the delayed period been paid, thereby seeking a valid offer of possession along with interest for the delayed period.

3. In response to the notice, the respondent filed its reply and submitted that the respondent, M/s Omaxe Chandigarh Extension Developers Pvt. Ltd. (now known as M/s Omaxe New Chandigarh Developers Pvt. Ltd.). It is replied by the respondent that the complainants voluntarily booked Flat No. TLC/EMERALD-C/ELEVENTH/1104 in the residential project "THE LAKE", fully satisfying themselves regarding the terms, conditions, payments, and title of the company. The alleged delay in possession was due to defaults in payment by the complainants and *force majeure* events including the COVID-19 pandemic, for which extensions were granted by the Competent Authorities. The respondent denies any deficiency in service, unfair trade practice, or violation of RERA, and submits that possession of the project is underway with Occupation Certificates already obtained for some towers. The complainants are not entitled to compensation for alleged rent or any other relief. It is therefore prayed that the complaint be dismissed with costs.

4. The violations and contraventions contained in the complaint were given to the representative of the respondents to which they denied and did not plead guilty. The complaint was proceeded for further inquiry.

5. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint.



6. That representatives for parties addressed arguments on the basis of their submissions made in their respective pleadings as summarised above. I have duly considered the documents filed and written & oral submissions of the parties i.e., complainant and respondents.

7. The undisputed facts of the complaint are that the complainants booked Residential Flat No. TLC/EMERALD-C/ELEVENTH/1104 in the project "THE LAKE" and the project is duly registered with Punjab RERA under Registration No. PBRERA-SAS80-PR0040. A Buyer's Agreement was executed on 30.07.2015, fixing the total sale consideration at ₹90,63,725/- (excluding applicable taxes), of which the complainants paid approximately ₹73,53,987/- as per the agreed payment plan. The original due date for possession as per the Buyer's Agreement was 30.07.2019. There was no *force majeure* condition till 31.07.2019. However, during the period of default COVID-19 pandemic condition had come and the projects were extended completion period for 6 months. The RERA extension to project and the due date of possession mentioned in the "Allotment Letter" dated 30.07.2015 are for different purpose and to be used accordingly. The extension or completion date of a project is or can be different from the promised date of possession for innumerable reason and consideration and for different purposes. Therefore, the extension in completion by RERA, Punjab has no relevance and bearing on the date of possession mentioned in the "Allotment Letter" issued to the allottee. However, to avoid further litigation and delay. Ld. Counsel for the complainants admitted that the due date of possession may be considered from 31.01.2020 in view of COVID-19 *force majeure* extensions, bringing the adjusted due date to 31.01.2020.

7.1 It is undisputed that the respondent has not obtained the PCC/CC/OC for the disputed unit, although possession of other towers in the project has commenced and Occupation Certificates for those towers have been obtained.



8. Further during the arguments, Ld. Counsel for the complainants submitted that they booked the flat relying on the respondent's assurances regarding timely possession and statutory approvals, and alleged that possession has not been delivered even after the extended due date, claiming valid possession alongwith interest for the period of delay.

9. The respondent contended that the complainants voluntarily booked the unit after satisfying themselves regarding the terms, conditions, payments, and title of the company, and that any delay in possession arose due to defaults in payment by the complainants and *force majeure* events, including the COVID-19 pandemic, for which extensions were granted by the competent authorities. The respondent denied any deficiency in service, unfair trade practice, or violation of the RERA Act, and submitted that possession of other towers in the project is underway with Occupation Certificates already obtained for some units, but admitted that the PCC/CC/OC for the disputed unit has not yet been obtained.

10. Upon perusal of the record available, pleadings and arguments of the both the parties, this bench finds that the respondent has not obtained the mandatory PCC/CC/OC for the disputed unit, which is necessary for lawful delivery of possession. Since the construction has been delayed inordinately; therefore, as per provisions of Section 18 the complainant is entitled to claim refund alongwith interest as per its choice in case of non-completion on due date.

It reads as under:-

"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."



Accordingly, the delay is attributable to the respondent and the complainants are held entitled to interest for the period of delay.

11. In view of the above findings, the complaint deserves to be **Partly Allowed** and this Bench holds that the respondent has failed to fulfill its obligation of delivering possession within the agreed period, and the complainants are entitled to interest for the delay w.e.f. 31.01.2020. Accordingly, the respondent is directed to hand over valid physical possession of Flat No. TLC/Emerald-C/ELEVENTH/1104 to the complainants after obtaining the Completion Certificate/Partial Completion Certificate or Occupancy Certificate. Further, the respondent shall pay to the complainants delay interest @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 15.12.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017, on the amounts paid by the complainants. The period for payment of interest will be considered from the next month in which the due date of possession till it is validly offered to the allottee by the promoter/respondent to the previous month of the date in which possession has been effectively handed over by the promoter. Therefore, the calculation of delayed interest as on 31.12.2025 is calculated as follows:-

Interest payable from	Principal Amount Paid	Interest Calculated till	Rate of Interest as per order	Tenure	Interest Amount
1	2	3	4	5	6
01.02.2020	Rs.73,53,987/-	31.12.2025	10.80%	71 months	46,99,198/-

12. The Hon'ble Supreme Court, in its judgment in the matter of *M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and Others (Civil Appeal Nos. 6745-6749 of 2021)*, has upheld that the refund to be granted u/s. 18 read with Section 40(1) of the Real Estate (Regulation & Development) Act, 2016 is to be recovered as Land Revenue alongwith interest and/or penalty and/or compensation.

13. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the above amount shall be recovered as Land Revenue



as provided u/s 40(1) of the RERD Act, 2016. The total amount due towards delayed interest upto 31.12.2025 is calculated at an amount of Rs.46,99,198/- and the respondent is directed to make the payments within 90 days to the complainants and offer valid offer of possession. From, 01.01.2026 the promoter is liable to pay an amount of Rs.66,186/- per month as interest till the valid & due possession is handed over to the complainants.

14. The amount of Rs.46,99,198/- upto 31.12.2025 as interest upon the delayed period, as determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016; has become payable by the respondent to the complainant and the respondent is directed to make the payment within 90 days from the date of receipt of this order as per Section 18 of the Real Estate (Regulation & Development) Act, 2016 read with Rules 17 of the Punjab Real Estate (Regulation & Development) Rules, 2017. The amount of Rs.46,99,198/- determined as interest upon the delayed period upto 31.12.2025 and further a sum of Rs.66,186/- per month, to be payable as interest per month from 01.01.2026 is held **"Land Revenue" under the provisions of Section 40(1) of the RERD Act, 2016. The said amounts are to be collected as Land Revenue by the Competent Authorities as provided/authorised in the Punjab Land Revenue Act, 1887 read with section 40(1) of the Real Estate (Regulation and Development) Act, 2016.** Any payment to any of the complainants will be considered as payment towards both the complainants and in satisfaction of the decree amount mentioned in this order. The recovery certificate to be issued should specifically mention this direction for the Land Revenue Recovery Authorities.

15. The promoter at the time of offering due possession will adjust the amount payable by it, if any, as per this order towards the charges payable as per "Agreement for Sale" by the allottee. It is further clarified that the promoter will ask for amount payable by allottee at the time of giving/offer possession only after



paying and/or adjusting the whole amount of Rs.46,99,198/- and further accrued interest @ Rs.66,186/- per month w.e.f. 01.01.2026 as determined in this order and payable by the promoter. The Decree Holder and Judgment Debtor will inform regarding adjustments, if any, due of the sum designated as "Land Revenue" with the amount recoverable from allottee at the time of possession and any other *inter-se* financial transaction relating to this order to the Secretary, RERA, Punjab and the prescribed Revenue Authorities, to whom, the Recovery Certificate under the Punjab Land Revenue Act, 1887 has been sent for recovery of Rs.46,99,198/- and interest of Rs.66,186/- per month from 01.01.2026.

16. The Secretary of this Authority is hereby directed to issue a "Recovery Certificate" after 90 days for an amount of Rs.46,99,198/- as delayed interest upto 31.12.2025 and Rs.66,186/- payable per month as interest from 01.01.2026 onwards; till due possession is handed over. He will send the Recovery Certificate to the jurisdictional Deputy Commissioner of the District being Competent/ jurisdictional Authority as mentioned in the Punjab Land Revenue Act, 1887 after 90 days of the issuance of this order to be recovered as arrears of "Land Revenue". A copy of this "Recovery Certificate" should be sent to both to the complainant and respondents by email and speed post for necessary action at their end and record purposes.

The complainant & the respondent are directed to inform the Secretary of this Authority regarding any payment received or paid respectively so as to take the same in to account before sending "Recovery Certificate" to the Competent Authority for recovery. Further, Ms. Kavita Marwah and Sh. Davinder Marwah are held to be Decree Holders and the Respondent i.e. M/s. Omaxe Chandigarh Extension Developers Pvt. Ltd. (Presently M/s. Omaxe New Chandigarh Developers Pvt. Ltd.) as Judgment Debtor for the purposes of recovery under this order. The complaints have not given/submitted the ratio of interest to be received from promoter. Hence, the promoter may make the



payment to any of the complainants as per its discretion or as per the submission, if any given/submitted by the complaints. Payments deposited with any of the complainants will be considered as duly paid for the purposes of the Recovery Certificate.

17. No other relief is made out.

18. A copy of this order and 'Recovery Certificate' be supplied to both the parties under Rules and file be consigned to record room.

Chandigarh

Dated: 09.01.2026

Endst. No/PAT/CP/31/Sec/105 dt 09/01/26



(Rakesh Kumar Goyal),
Chairman,
RERA, Punjab.

A copy of the above order may be sent by the Registry of this Authority to the followings:-

1. Ms. Kavita Marwah,
2. Sh. Davinder Marwah,
(Both at House No. 1096, Sector 37B, Chandigarh – 160037).
3. M/s. Omaxe Chandigarh Extension Development Pvt. Ltd., (Presently M/s. Omaxe New Chandigarh Developers Pvt. Ltd.) Corporate Office, 10 LSC, Kalkaji, New Delhi – 110019.
4. The Secretary, RERA, Punjab.
5. Director (Legal), RERA, Punjab.
6. The Complaint File.
7. The Master File.

(Sawan Kumar),
P.A. to Chairman,
RERA, Punjab.