

Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018

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

Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

1.	Complaint No.	GC No. 0103/2023
2.	Name & Address of the complainant (s)/ Allottee	Mrs. Puneet, Raikhy Nursing Home, Chakerian Road, Ward No. 13, Mansa, Punjab, 151505.
3.	Name & Address of the respondent (s)/ Promoter	1. M/s Citi Centre Developers through its authorized signatory/Managing Director VIP Road , Near Metro Cash N Carry, Sahibzada Ajit Singh Nagar (Mohali) , Punjab – 143603 2. Sh. Pankaj Gupta, H No 234, Sector 21, Panchkula.134112 3. Sh. Jiwan Joshi, H No 1, Sector 19, Old Housing Board, Panchkula.134112 4. Sh. Vijay Jindal, H No 52, Sector 9, Panchkula.134113
4.	Date of filing of complaint	11/04/2023
5.	Name of the Project	Chandigarh Citi Center
6.	RERA Registration No.	PBRERA-SAS79-PC0010
7.	Name of Counsel for the complainant, if any.	Sh. Varun Mittal, Counsel for the complainant
8.	Name of Counsel for the respondents, if any.	Sh. Mukim Ahmed, Counsel for the respondents
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	14.10.2025

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 present complaint dated 11.04.2023 has been filed by Sh. Puneet (hereinafter referred as the 'Complainant' for the sake of convenience and brevity) u/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'RERD Act, 2016') read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules' for the sake of convenience and brevity) before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority' for the sake of convenience and brevity) seeking possession alongwith delayed interest relating to project titled "Chandigarh Citi Centre", located at Village Bishanpur, VIP Road, Zirakpur, Tehsil Derabassi District SAS Nagar, Mohali.

2. The brief facts of the case, as alleged by the complainant is that the respondents launched a project titled *Chandigarh Citi Center* at Zirakpur, wherein the complainant booked Office Space No. 714 (390 sq. ft.) on 25.04.2017 by paying ₹50,000/- as earnest money, followed by execution of Letter of Allotment dated 24.11.2017 and Commercial Unit Buyer's Agreement dated 25.11.2017 for a total sale



price of ₹7,80,250/- and 100% of the total sale consideration had already been made. The payment details of the same are attached hereunder:-

16 DETAIL OF PAYMENTS MADE			
SR. NO.	PAYMENT MADE/ RECEIVED ON	AMOUNTING	CASH/CHEQUE
1	25/4/17	Rs. 50,000/-	clear / DD
2	18/11/19	Rs. 7,30,250/-	Cheque
3		Rs.	
4		Rs.	
5		Rs.	
6		Rs.	
TOTAL AMOUNT PAID		7,80,250/-	

As per the agreement, possession was to be delivered by 31.12.2018, however, despite repeated assurances and even after execution of the sale deed on 10.02.2022, the respondents have failed to hand over possession, as the project remains incomplete and no completion/occupation certificate has been obtained. Multiple representations, reminders, email and legal notice dated 21.12.2022 were served, but to no avail. The respondents' failure is in violation of Section 18 of the RERA Act, rendering them liable to deliver possession along with interest on the deposited amount for the period of delay as well as litigation costs.

3. In response to the complaint, the respondent filed its reply and submitted that the present complaint is not maintainable as the Agreement dated 25.11.2017, under Clause 33, clearly stipulates that all disputes shall be resolved amicably by mutual discussion or through arbitration, whereas the complainant has bypassed this mechanism and misused the process of this Hon'ble Authority with mala fide intent to derive undue benefit. The respondent had duly obtained Partial Completion/Occupation Certificate dated 13.06.2019 and thereafter issued a valid offer of possession to the complainant vide letter dated 15.07.2019, followed by a reminder dated 30.10.2019. The complainant, despite receiving the offer, delayed making payments and only cleared the balance sale consideration on 18.11.2019. Subsequently, the conveyance deed was executed on 10.02.2022 after the complainant personally inspected the unit and acknowledged receipt of possession along with agreed specifications. It is further relevant that under the Maintenance Agreement dated 27.01.2022, the complainant became liable to pay maintenance charges of ₹83,940/-, which remain unpaid to date. Thus, the complainant cannot be allowed to take advantage of her own defaults when the respondent has fulfilled all contractual obligations in time by obtaining approvals, offering possession, and executing the conveyance deed. The allegations of delay are frivolous and baseless, and the complaint, being false, vexatious, and filed with the sole intention to harass the respondent, is liable to be dismissed with exemplary 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 respondents launched a real estate project titled *Chandigarh Citi Center* at Village Bishanpura, VIP Road, Zirakpur. The complainant booked Office Space No. 714, 7th Floor, Block D&E, in the project on 25.04.2017 by paying ₹50,000/- as earnest money. Subsequently, the respondents issued a Letter of Allotment dated 24.11.2017 and executed a Commercial Unit Buyer's Agreement dated 25.11.2017 with the complainant, fixing the total sale price of the unit at ₹7,80,250/-. As per the Agreement, possession of the unit was to be delivered by 31.12.2018. The respondents obtained a Partial Completion/Occupation Certificate on 13.06.2019 and issued a valid offer of possession to the complainant on 15.07.2019, which was duly communicated. For ready reference, the PCC/Occupation Certificate dated 13.06.2019 is enclosed herewith:-

**OFFICE OF THE
MUNICIPAL COUNCIL, ZIRAKPUR**
(Dist. S.A.S. Nagar)

ਦਫਤਰ ਨਗਰ ਕੌਂਸਲ, ਜੀਰਕਪੁਰ (ਜਿਲ੍ਹਾ ਐੱਸ ਏ ਐੱਸ ਨਗਰ)

ਸੰ. 13-6-19

ਦਿੱਤਾ :-

Citi Center Developers,
Chandigarh Citi Center,
VIP Road,
Zirakpur.

ਵਿਸ਼ਾ :-

Chandigarh Citi Center, VIP Road, Zirakpur ਦੇ ਕਮਰਸੀਅਲ ਪ੍ਰੋਜੈਕਟ ਦੇ ਪਾਰਸਲ ਫੀਮਪਲੀਸ਼ਨ ਸਰਟੀਫਿਕੇਟ ਜਾਰੀ ਕਰਨ ਸਬੰਧੀ।

ਉਪਰੋਕਤ ਵਿਸ਼ੇ ਦੇ ਸਬੰਧ ਵਿੱਚ ਆਪ ਥੱਲੇ ਆਪਣੇ ਕਮਰਸੀਅਲ ਪ੍ਰੋਜੈਕਟ ਨੂੰ Chandigarh Citi Center, VIP Road, Zirakpur ਥੱਲੇ ਕਮਰਸੀਅਲ ਪ੍ਰੋਜੈਕਟ ਦੇ ਬਲਾਕ ਨੰ. A,B,C ਅਤੇ D,E ਦੇ ਚਰਚ ਫਲੋਰ ਤੱਕ ਕੰਪਲੀਟ ਹੋਣ ਤੇ ਕਰਮਚਾਰ ਇਸ ਦਫਤਰ ਦੇ ਪੱਧਰ 'ਤੇ ਮਿਤੀ..... ਅਤੇ ਪੱਧਰ ਨੰ 2811 ਮਿਤੀ 22-11-2018 ਰਾਹੀਂ ਪਾਰਸਲ ਫੀਮਪਲੀਸ਼ਨ ਸਰਟੀਫਿਕੇਟ ਜਾਰੀ ਕੀਤਾ ਗਿਆ ਸੀ ਅਤੇ ਇਸ ਉਪਰੰਤ ਬਿਨਕਾਰ ਥੱਲੇ ਆਪਣੇ ਪ੍ਰੋਜੈਕਟ ਦੇ D,E ਬਲਾਕ ਦੇ 2 ਟਾਵਰਾਂ ਦੇ 4ਵੇਂ ਫਲੋਰ ਤੇ ਨੰ 714 ਚਰਚ ਫਲੋਰ ਤੱਕ ਪਾਰਸਲ ਫੀਮਪਲੀਸ਼ਨ ਸਰਟੀਫਿਕੇਟ ਲੱਭ ਲਈ ਬੇਨਤੀ ਕੀਤੀ ਗਈ ਹੈ ਜਿਸ ਅਨੁਸਾਰ D,E ਟਾਵਰ ਦੇ 4ਵੇਂ ਫਲੋਰ ਤੋਂ 13ਵੇਂ ਫਲੋਰ ਤੱਕ ਦੀਆਂ ਚੋਟਾਂ ਨੂੰ ਪਾਰਸਲ ਫੀਮਪਲੀਸ਼ਨ/ਆਰੂਪਿਸ਼ਨ ਸਰਟੀਫਿਕੇਟ ਨਿਮਨਲਿਖਤ ਸਰਤਾਂ ਤੇ ਜਾਰੀ ਕੀਤਾ ਜਾਵੇਗਾ:

1. ਕਿ ਡਾਇਰ ਸਿਵਟੀ ਅਤੇ ਵਾਟਰਵਰਕ ਕਨੀਕੇਸ਼ਨ ਸਬੰਧੀ ਮਸਲੀਹੀ ਨੂੰ ਡਾਇਰ ਵਿੱਚ ਮੋਨਟੇਨ ਕਰਨ ਦੇ ਪਾਬੰਦ ਹੋਵੇਗੀ, ਅਤੇ ਡਾਇਰ ਸਿਵਟੀ ਸਰਟੀਫਿਕੇਟ ਹਰ ਸਾਲ ਰਨਿਉ ਕਰਵਾ ਕੇ ਦੇਣਾ ਆਪ ਦੀ ਨਿੱਜੀ ਜ਼ਿੰਮੇਵਾਰੀ ਹੋਵੇਗੀ।
2. ਸਰਕਾਰ ਦੀਆਂ ਹਦਾਇਤਾਂ ਅਨੁਸਾਰ ਜਿਸ ਵੀ ਵਿਭਾਗ ਦੀ ਐਨਊਸੀ ਲੋੜੀਂਦਾਂ ਹੋਵੇਗੀ ਉਸ ਨੂੰ ਲੋੜ ਦੇ ਪਾਬੰਦ ਹੋਵੇਗੀ ਅਤੇ ਸਰਕਾਰ ਥੱਲੇ ਸਮੇਂ-ਸਮੇਂ ਸਿਰ ਜਾਰੀ ਹਦਾਇਤਾਂ ਦੀ ਪਾਲਣਾ ਕਰਨੀ ਜ਼ਰੂਰੀ ਹੋਵੇਗੀ।
3. ਇਸ ਬਿਲਡਿੰਗ ਵਿੱਚ ਕਿਸੇ ਵੀ ਭਰਾ ਦੀ ਅਭੀਸ਼ਨ ਅਲਟਰੇਸਨ ਦੀ ਪੁਰਬ ਪ੍ਰਵਾਨਗੀ ਲੋੜ ਦੇ ਪਾਬੰਦ ਹੋਵੇਗੀ।
4. The Person with disability equal opportunities protection of right & full participation Act, 1955 ਅਤੇ ਚੈਨ ਹਾਰਵੈਸਟਿੰਗ ਸਿਸਟਮ ਅਤੇ ਐਸ.ਟੀ.ਪੀ. ਦਾ ਪ੍ਰਬੰਧ ਹਮੇਸ਼ਾ ਚਾਲੂ ਹਾਲਤ ਵਿੱਚ ਰੱਖਣਾ ਆਪ ਦੀ ਨਿੱਜੀ ਜ਼ਿੰਮੇਵਾਰੀ ਹੋਵੇਗੀ।
5. ਸਰਕਾਰ ਦੀਆਂ ਹਦਾਇਤਾਂ ਅਨੁਸਾਰ ਪਾਰਕਿੰਗ ਸਬੰਧੀ ਹਦਾਇਤਾਂ ਅਤੇ ਸਰਕਾਰ ਥੱਲੇ ਸਮੇਂ-ਸਮੇਂ ਸਿਰ ਜਾਰੀ ਹਦਾਇਤਾਂ ਅਨੁਸਾਰ ਨਿਯਮਾਂ ਦੀ ਪਾਲਣਾ ਕਰਨੀ ਆਪ ਦੀ ਜ਼ਿੰਮੇਵਾਰੀ ਹੋਵੇਗੀ।
6. ਕਮਰਸੀਅਲ ਪ੍ਰੋਜੈਕਟ ਨੂੰ ਹੋਲਵਿਓਰ ਕਰਨ ਤੇ ਪਹਿਲਾਂ ਪ੍ਰੋਜੈਕਟ ਸਬੰਧੀ ਸੇਨਟੀਨੇਸ ਅਤੇ ਨਿਫਤਾਂ, ਟਿਊਕਵੇਲ, ਐਸ.ਟੀ.ਪੀ., ਡਾਇਰ ਡਾਇਟੀਗ ਸੀਸਟਮ, ਚਾਲੂ/ਸਹੀ ਹਾਲਤ ਵਿੱਚ ਦੇਣਾ ਆਪ ਦੀ ਨਿੱਜੀ ਜ਼ਿੰਮੇਵਾਰੀ ਹੋਵੇਗੀ।
7. ਸਰਕਾਰ ਦੀਆਂ ਹਦਾਇਤਾਂ ਅਨੁਸਾਰ ਕਮਰਸੀਅਲ ਪ੍ਰੋਜੈਕਟ ਨੂੰ ਕੰਪਲੀਟ ਕਰਨ ਉਪਰੰਤ ਪੁਰੇ ਕਮਰਸੀਅਲ ਪ੍ਰੋਜੈਕਟ ਦਾ ਫੀਮਪਲੀਸ਼ਨ ਸਰਟੀਫਿਕੇਟ ਸਰਕਾਰ ਦੀਆਂ ਹਦਾਇਤਾਂ ਅਨੁਸਾਰ ਉਸਾਰੀ ਪੂਰੀ ਕਰਨ ਉਪਰੰਤ ਲੋੜ ਦੇ ਪਾਬੰਦ ਹੋਵੇਗੀ।
8. ਕਿਸੇ ਵੀ ਸਮੇਂ ਸਰਕਾਰ ਆਪ ਦੇ ਪ੍ਰੋਜੈਕਟ ਸਬੰਧੀ ਕੋਈ ਬਕਾਇਆ ਆਦਿ ਬਣਵਾ ਹੋਣ ਤੇ ਆਪ ਉਸ ਨੂੰ ਸਮੇਂ ਕਰਵਾਉਣ ਦੇ ਪਾਬੰਦ ਹੋਵੇਗੀ।

(11)

9. ਆਪ ਆਪਣੇ ਪ੍ਰੋਜੈਕਟ ਲਈ ਰੋਹ ਦੇ ਨਿਯਮਾਂ/ਸੂਚੀ/ਹਦਾਇਤਾਂ ਅਤੇ ਬਿਲਡਰ ਲਾਇਸੈਂਸ/ਕਲੈਨੀ ਲਾਇਸੈਂਸ ਦੀਆਂ ਹਦਾਇਤਾਂ ਦੀ ਪਾਲਣਾ ਕਰਨੀ ਆਪ ਦੀ ਨਿੱਜੀ ਜ਼ਿੰਮੇਵਾਰੀ ਹੋਵੇਗੀ।
10. ਪੰਜਾਬ ਪ੍ਰਦੂਸ਼ਣ ਕੰਟਰੋਲ ਥੱਲੇ ਜਾਰੀ ਹਦਾਇਤਾਂ ਦੀ ਪਾਲਣਾ ਕਰਨਾ ਆਪ ਦੀ ਨਿੱਜੀ ਜ਼ਿੰਮੇਵਾਰੀ ਹੋਵੇਗੀ।

ਉਪਰੋਕਤ ਅਨੁਸਾਰ ਪਾਲਣਾ ਨਾ ਕਰਨ ਦੀ ਸੂਰਤ ਵਿੱਚ ਆਪ ਦਾ ਪਾਰਸਲ ਫੀਮਪਲੀਸ਼ਨ/ਆਰੂਪਿਸ਼ਨ ਸਰਟੀਫਿਕੇਟ ਰੱਦ ਕਰ ਦਿੱਤਾ ਜਾਵੇਗਾ।



ਕਾਰਜ ਸਾਬਕਾ ਮੈਂਬਰ,
ਨਗਰ ਕੌਂਸਲ, ਜੀਰਕਪੁਰ।

The complainant cleared the balance sale consideration on 18.11.2019, and the conveyance deed was executed in her favour on 10.02.2022 after inspection and acceptance of the unit, thereby acknowledging lawful possession. The present complaint was filed on 11.04.2023, more than one year after execution of the conveyance deed. For ready reference, relevant extract of the sale deed is enclosed herewith:-

1. ਇਹ ਕਿ ਵਿਵੇਲਪਰਸ ਅਤੇ ਖਰੀਦਦਾਰ ਨੇ ਯੂਨਿਟ ਦੀ ਇਸ ਦੇ ਸਮੇਤ ਸਾਰੇ ਹੱਕਾਂ, ਟਾਇਟਲ, ਚੁੱਧੀ ਨੂੰ ਕੁੱਲ ਪੁੰ 7,00,000/- (ਸੱਤ ਲੱਖ ਰੁਪਏ ਸਿਰਫ) ਵਿੱਚ ਪੂਰਨ ਵਿਕਰੀ ਲਈ ਇਕਰਾਰ ਕੀਤਾ ਹੈ ਅਤੇ ਖਰੀਦਦਾਰ ਨੇ ਪੂਰੀ ਅਦਾਯਗੀ, ਇਸ ਯੂਨਿਟ ਦੀ ਚੁੱਧੀ ਦੇ ਪ੍ਰਤੀਬੱਧ ਰਕਮ ਵਿਵੇਲਪਰਸ ਨੂੰ ਰਾਹੀਂ ਚੈਕ/ਡਰਾਫਟ/ਮਾਨਕ ਰਾਹੀਂ ਅਦਾ ਕਰ ਦਿੱਤੀ ਹੈ, ਜਿਸ ਨੂੰ ਵਿਵੇਲਪਰਸ ਇਥੇ ਹੇਠ ਲਿਖਿਆਂ ਅਨੁਸਾਰ ਪ੍ਰਾਪਤ ਕੀਤੀਆਂ ਮੰਨਦਾ ਹੈ:-

Sr. No.-	Bank Name	Cheque/DD No.-	Date	Amount
1.	PNB BANK	319903	25-04-2017	50,000/-
2.	PNB BANK	222525	18-11-2019	6,50,000/-

2. ਇਹ ਕਿ ਵਿਵੇਲਪਰਸ ਇਥੇ ਪੂਰਨ ਰੂਪ ਵਿੱਚ ਅਤੇ ਬਿਨਾਂ ਕਰਤ ਦੇ ਖਰੀਦਦਾਰ ਨੂੰ ਯੂਨਿਟ ਵਿੱਚੋਂ ਸਾਇਟਲ ਅਤੇ ਚੁੱਧੀ ਦਿੱਤਾ, ਕਨਕੇ ਕਰਦਾ, ਫੀ, ਹਸਤਾਖਰ, ਸਪੁਰਦ ਕਰਦਾ ਹੈ ਅਤੇ ਖਰੀਦਦਾਰ ਨੂੰ ਹੋਰ ਸਾਰੇ ਸੇਵਾ ਸੰਬੰਧੀ ਸੰਚਾਲਨ, ਪ੍ਰਬੰਧਨ, ਜਾਨਬੀਨੀਆਂ ਅਤੇ ਵਿਸ਼ਾਯੀ ਨੁਮਾਇੰਦਿਆਂ ਨੂੰ ਪੂਰਨ ਤੌਰ ਤੇ ਅਤੇ ਸਦਾ ਸੰਭਾਲਣ ਲਈ ਸਾਰੇ ਭਾਰ, ਚੋਕਾ, ਚਾਰਜਾਂ ਵਰਗੇ ਦਾ ਮੁਕਤ ਇਸ ਨੂੰ ਦਿੱਤਾ ਹੈ ਜਿਸ ਸਾਰੇ ਵਾਧਿਆਂ ਨੂੰ ਜਿਥੇ ਹੋ ਉਥੇ ਤੇ ਸਾਰੇ ਨਿਰਦੇਸ਼ ਦਿੱਤਾ ਹੈ। ਵਿਵੇਲਪਰਸ ਅਤੇ ਖਰੀਦਦਾਰ, ਇਸ ਦੇ ਹੱਕੀਆਂ ਸੰਚਾਲਨ, ਪ੍ਰਬੰਧਨ, ਜਾਨਬੀਨੀਆਂ ਅਤੇ ਵਿਸ਼ਾਯੀ ਨੁਮਾਇੰਦਿਆਂ ਨੂੰ ਇਨ੍ਹਾਂ ਵਿਵੇਲਪਰਸ ਦੀ ਚੈਕਟੋਕ ਜਾਂ ਕਿਸੇ ਬਿਅਕਈ ਦੇ ਕਲੇਮ ਦੇ ਜਿਹੜਾ ਕਿ ਉਨ੍ਹਾਂ ਦੇ ਹੇਠ ਜਾਂ ਰਾਹੀਂ ਹੋਵੇ, ਦੇ ਕਲੇਮ ਦੇ ਯੂਨਿਟ ਨੂੰ ਰੱਖਣ ਅਤੇ ਅਨੰਤ ਮਾਨਕ ਦਾ ਪੂਰਨ ਅਧਿਕਾਰ ਦਿੱਤਾ ਹੈ ਅਤੇ ਹੁਣ ਵਿਵੇਲਪਰਸ ਪਾਸ ਯੂਨਿਟ ਬਾਬਤ ਕੋਈ ਹੱਕ, ਟਾਇਟਲ, ਚੁੱਧੀ, ਕਲੇਮ ਜਾਂ ਸਬੰਧ ਕਿਸੇ ਵੀ ਕਿਸਮ ਦਾ ਨਹੀਂ ਰਹਿ ਜ਼ਿਆ ਹੈ ਅਤੇ ਖਰੀਦਦਾਰ ਇਸ ਉੱਕਣ ਯੂਨਿਟ ਦਾ ਪੂਰਨ ਮਾਲਕ ਬਣ ਗਿਆ ਹੈ।

3. ਇਹ ਕਿ ਯੂਨਿਟ ਦਾ ਅਸਲ ਰਾਇਆਈ ਕਰਜਾ ਵਿਵੇਲਪਰਸ ਵਲੋਂ ਖਰੀਦਦਾਰ ਨੂੰ ਸਾਇਟ ਤੇ ਦੇ ਦਿੱਤਾ ਗਿਆ ਹੈ ਜਿਸ ਨੂੰ ਕੋਲ ਅਦਾਰੇ ਵਲੋਂ ਮੌਜੂਦਗਾ ਈਮਾਉਣ ਨਕਸ਼ੇ ਮੁਤਾਬਿਕ ਯੋਗ ਨਿਸ਼ਾਨਬੇਈ ਕੀਤਾ ਗਿਆ ਸੀ। ਖਰੀਦਦਾਰ ਨੇ ਅਤੇ, ਹਸਤਾਖਰ ਅਤੇ ਪੰਕਾ ਕੀਤਾ ਹੈ ਕਿ ਉਹ ਖਰੀਦੇ ਕਰੇ ਯੂਨਿਟ ਬਾਬਤ ਗੁਰੂਚਾਰਾ ਅਤੇ ਨਿਗਾਈਆਂ ਚੋਣਾਈਆਂ

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Deed Endorsement

Folio No. : 2022000000001

Deed Type :- Sale Deed, Value :- Rs.329901/-, Consideration Amount :- Rs.700000/-

Stamp Duty :- Rs. 21000, Registration Fee :- Rs. 7000, Social Infrastructure cess :- Rs. 7000, PLRS :- Rs. 7000, Charges :- Rs. 1000, Mutation Fee :- Rs. 500, Fasting fee(Punjab) :- Rs. 200, Special Infrastructure Development Fee :- Rs. 1750, Normal appointment fee :- Rs. 500, PDR Charges :- Rs. 7000/-

Type Of Land :- Commercial, Area Of Land :- 253.77 Square Feet

Segment Name :- Nehanpara, Segment Collector Rate :- Rs. 2000 /- Square Feet

Segment Description :- Other Colony Commercial Tikri And Above Floor

SH/Smt. CITY CENTRE DEVELOPERS THROUGH JIWAN JOSHI who/who JAGAN NATH JOSHI has presented the document for registration in this office today dated :- 10-Feb-2022 Day :- Thursday Time :- 03:12:05 pm

Signature of Seller/Proprietor

Signature of Sub Registrar/Joint Sub Registrar



CITY CENTRE DEVELOPERS THROUGH JIWAN JOSHI (Individual)

The contents of the document were read out to JAGAN NATH JOSHI who/who JAGAN NATH JOSHI has heard, admitted the same to be correct. An amount of Rs. - on account of 3/- Deed has been received from of my hand. The balance amount has already been received through Cash/Cheque/Demand Draft/RTGS.

Both the parties have signed before me. 1. JAGAN NATH JOSHI (Identifier) 2. LOVISH GARG. (Witness). I know the first witness, who knows the second witness and for the executant has put in his/her self identification by below mentioned documents.

Party Name	Document Type	Document Number	Income Tax PAN
CITY CENTRE DEVELOPERS THROUGH JIWAN JOSHI			AAJFC0125A

Hence the document be registered

Date:- 10-Feb-2022

Signature of Sub Registrar/Joint Sub Registrar

Witness

1. (First Party)

2. (Second Party)

Jiwani Joshi

Jiwani Joshi

Above Signatures and Impressions are affixed in my presence.



PUNEET (Individual)

Date:- 10-Feb-2022

Signature of Sub Registrar/Joint Sub Registrar

Document No :- 2021-22/13/1/3316

Book No :- 1

Volume No :-

Page No :-

The Registered document has been posted

Harmander Singh Sidhu

Signature of Sub Registrar/Joint Sub Registrar

SHO - 20



It is also undisputed that the complainant has not paid pending maintenance charges under the Maintenance Agreement dated 27.01.2022.

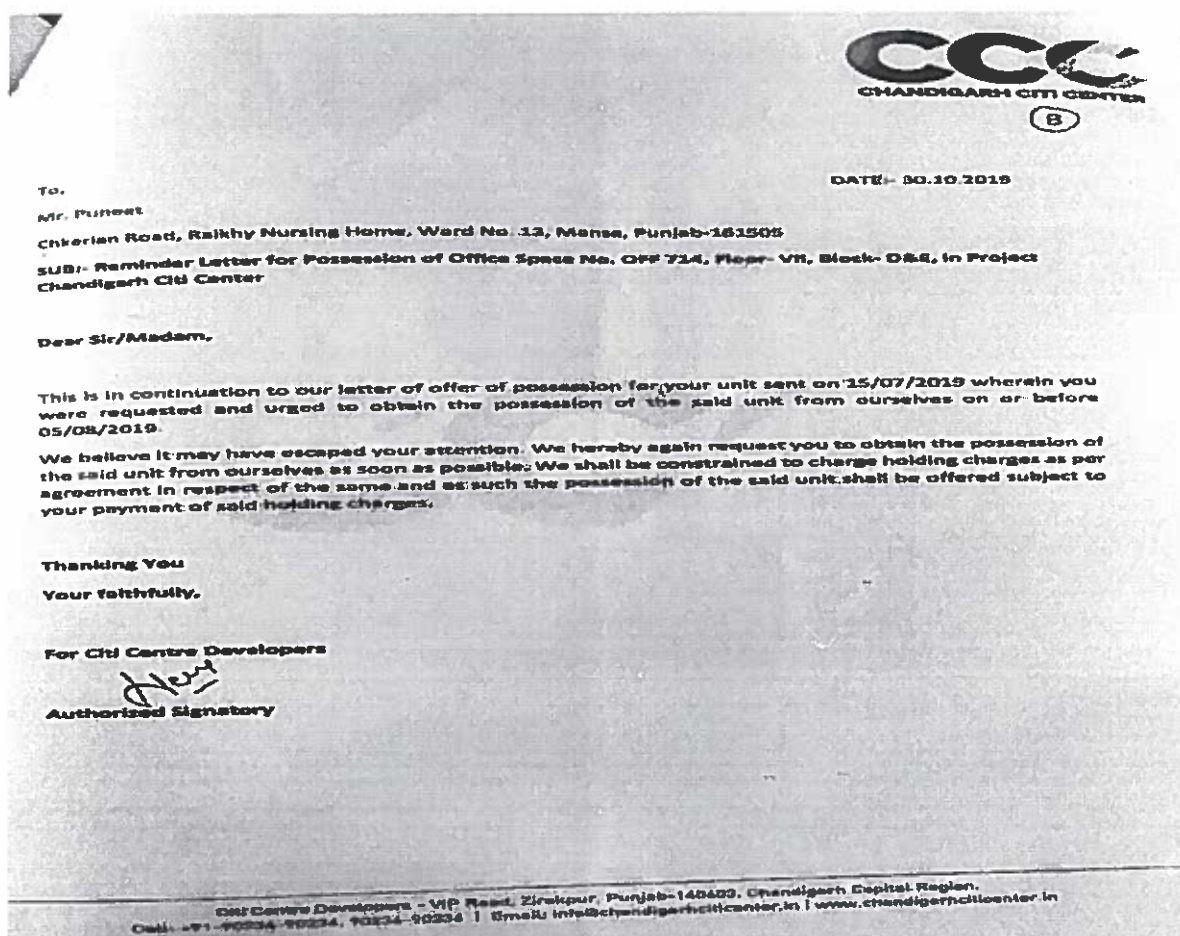
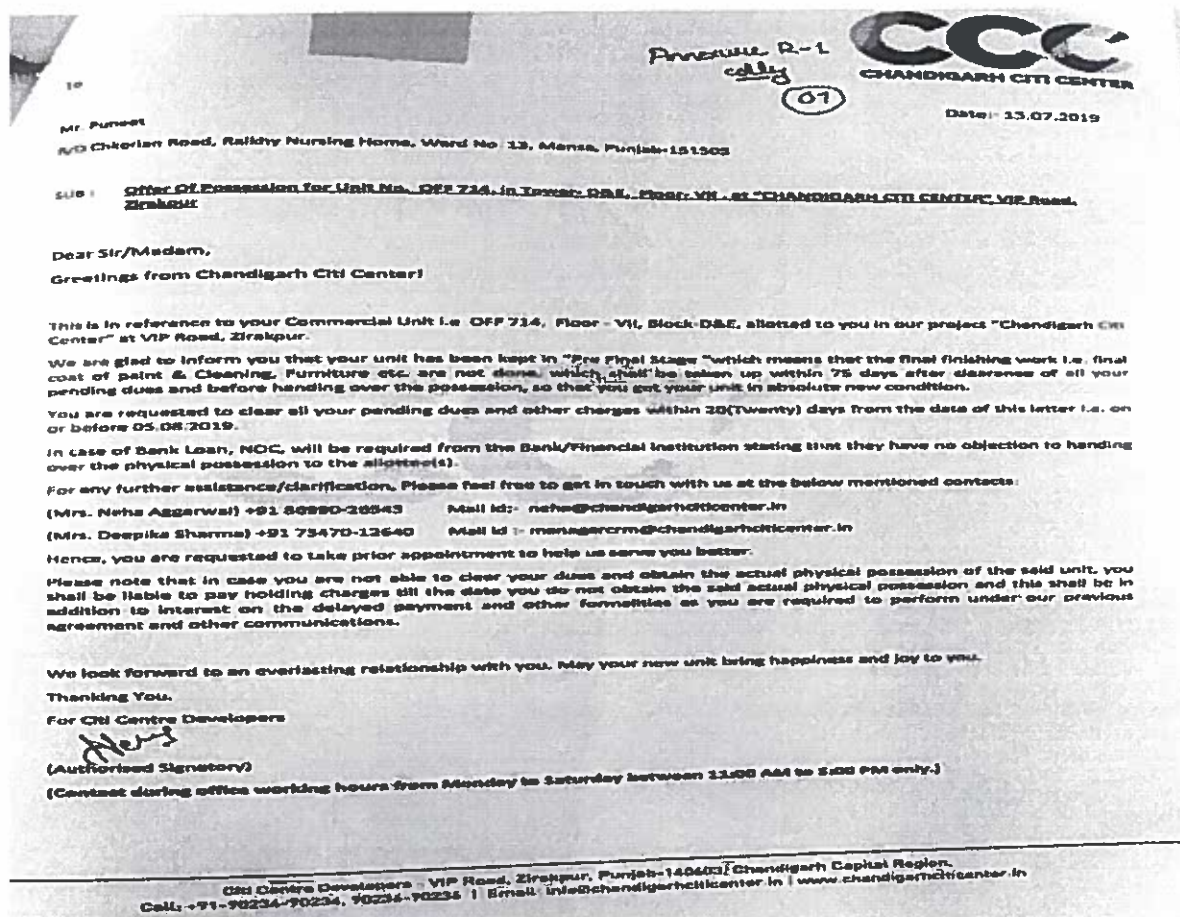
8. The complainant contends that as per Clause 7.1 of the Agreement, possession of the unit was to be delivered by 31.12.2018. Despite repeated reminders, representations, and a legal notice dated 21.12.2022, the respondents failed to deliver possession in a habitable condition. The complainant further submitted that execution of the sale deed on 10.02.2022 without actual delivery of possession does not absolve the respondents of their liability under Section 18 of the RERA Act. She seeks directions to hand over possession, payment of interest @18% per annum on the amounts deposited during the delay, litigation costs, and any other relief deemed fit by this Hon'ble Authority. The relevant portion of the sale deed (Clause No.3) explicitly states that possession of the property was handed over to the complainant on the same day. Furthermore, the sale deed affirms that the complainant is entitled to use the property in any manner deemed fit. This unequivocally establishes that possession was delivered to the complainant on 10.02.2022. On the other hand, the respondents submitted that the complaint is not maintainable as Clause 33 of the Agreement provides for settlement of disputes through mutual discussion and arbitration, which the complainant bypassed. They obtained Partial Completion/Occupation Certificate on 13.06.2019 and issued a valid offer of possession on 15.07.2019, which was communicated to the complainant. The complainant delayed making the balance payment, which was cleared on 18.11.2019. The conveyance deed was executed on 10.02.2022 after the complainant inspected and accepted the unit, thereby acknowledging lawful possession. Further, the complainant has not paid pending maintenance charges under the Maintenance Agreement dated 27.01.2022. The respondents assert that they fulfilled all obligations under the Agreement, and the complaint is without merit, false, and vexatious, and deserves dismissal with costs.

9. On careful examination of the record, documents, and submissions made by both parties, it emerges that as per Clause 7.1 of the Apartment Buyer's Agreement executed *inter se*, the possession of the subject unit was contractually stipulated to be delivered by December, 2018. The respondent, however, obtained the Partial Completion/Occupation Certificate on 13.06.2019 and subsequently issued a valid offer of possession to the complainant on 15.07.2019. Thus, there is an admitted delay of approximately seven months in offering possession of the unit beyond the committed date. Accordingly, the complainant becomes entitled to interest for the delayed period, as envisaged under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with the terms of the Agreement for Sale.

10. From the perusal of the record, it is further observed that an amount of ₹50,000/- was paid by the complainant on 25.04.2017 at the time of booking of the unit, whereas the remaining amount of ₹7,30,250/- was paid subsequently on 18.11.2019, i.e., after the offer of possession dated 15.07.2019 and its reminder dated



30.10.2019. For ready reference, the offer of possession followed by its reminder is attached as under:-



10.1 It is, therefore, evident that the complainant had substantially delayed payment of the sale consideration, which was made only after the respondent had already obtained the Partial Completion/Occupation Certificate and issued the offer of



possession. In such circumstances, the respondent cannot be held liable to pay any interest on the delayed portion of payment; however, the respondent remains liable to pay interest on the booking amount of ₹50,000/- for the period from 01.01.2019 to 15.07.2019, corresponding to the delay in handing over possession beyond the committed date stipulated under Clause 7.1 of the Agreement.

11. It further transpires from the record that after clearing the outstanding dues on 18.11.2019, the complainant took steps for execution of the conveyance deed, which was duly executed on 10.02.2022. Prior thereto, the complainant had inspected the unit, expressed satisfaction regarding its condition, and accepted possession of the same. As per Clause No. 3 of the Sale Deed, the promoter has categorically handed over possession of the unit to the complainant. The allottee has, in the said deed, expressly declared that he is fully satisfied with the possession and that the unit has been delivered as per the terms and conditions of the allotment. The allottee has further undertaken that he shall not raise any claim or dispute against the developer after registration of the sale deed. The present complaint has been filed on 11.04.2023, i.e., more than one year after execution of the conveyance deed, indicating undue delay and lack of diligence on the part of the complainant in approaching the Authority.

12. In view of the aforesaid analysis, it stands established that except for the delay of approximately seven months in offering possession of the unit beyond the stipulated date of December, 2018, for which the respondent is liable to pay interest on the booking amount of ₹50,000/- for the period from 01.01.2019 to 15.07.2019, the respondent has otherwise fulfilled all its contractual obligations in terms of obtaining statutory approvals, offering possession, and executing the conveyance deed in accordance with the Agreement.

13. Accordingly, the respondent is directed to pay interest at the rate of 10.85% per annum (i.e. 8.85% SBI's Highest MCLR Rate applicable as on 15.09.2025 + 2%) on the amount of ₹50,000/- for the period from 01.01.2019 (due date for offer of possession) to 15.07.2019 (offer of possession), as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. The period for payment of interest will be considered from the next month in which possession will be offered by the allottee to the previous month of the date in which payment has been effected by the promoter. Therefore, the calculation of delayed interest for the period from 01.01.2019 (due date for offer of possession) to 15.07.2019 (offer of possession) 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
01.01.2019	50,000/-	31.07.2019	10.85%	7 Months	3,164/-



14. 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.

15. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the above amount shall be recovered as Land Revenue. The total amount due towards delayed interest for the period from 01.01.2019 (due date for offer of possession) to 15.07.2019 (offer of possession) is Rs.3,164/- and the respondent is directed to make the payments within 90 days to the complainants and offer valid offer of possession.

16. The amount of Rs.3,164/- 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.3,164/- determined as interest upon the delayed period from 01.01.2019 (due date for offer of possession) to 15.07.2019 (offer of possession) 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. The promoter is also entitled to claim interest on late payment made by the allottee. The promoter may raise the demand as per the agreement and the allottee upon calculation may make the interest payment accordingly as per the provisions of the RERD Act, 2016.

17. The Secretary of this Authority is hereby directed to issue a "Debt Recovery Certificate" immediately and send the same to the 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". 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 "Debt Recovery Certificate" to the Competent Authority for recovery. Further, Mrs. Puneet is held to be Decree Holder and the Respondents i.e. M/s. Citi Centre Developers (i.e. Respondent no. 1) as judgment debtors for the purposes of recovery under this order.



18. Further, **Respondent Nos. 2 to 4** are hereby dropped from the proceedings, as nothing survives against them in their individual capacity.

19. No other relief is made out.

20. A copy of this order be supplied to both the parties under Rules and file be consigned to record room.

Chandigarh
Dated: 14.10.2025




(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. Mrs. Puneet, Raikhy Nursing Home, Chakerian Road, Ward No. 13, Mansa, Punjab, 151505.
2. M/s Citi Centre Developers through its authorized signatory/Managing Director VIP Road , Near Metro Cash N Carry, Sahibzada Ajit Singh Nagar (Mohali) , Punjab – 143603
3. Sh. Pankaj Gupta, H No 234, Sector 21, Panchkula.134112
4. Sh. Jiwan Joshi, H No 1, Sector 19, Old Housing Board, Panchkula.134112
5. Sh. Vijay Jindal, H No 52, Sector 9, Panchkula.134113
6. The Secretary, RERA, Punjab.
7. Director (Legal), RERA, Punjab.
8. The Complaint File.
9. The Master File.


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