



## 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](mailto:pschairrera@punjab.gov.in) & [pachairrera@punjab.gov.in](mailto:pachairrera@punjab.gov.in)

1. **Complaint No.** :- GCNo0236/2023
2. **Name & Address of the complainant (s)/ Allottee** :-
  1. Sh: Ravinder Singh
  2. Ms. Shobha

(Both r/o House No. 49, Sector 18/A, Chandigarh-160018)
3. **Name & Address of the respondent (s)/ Promoter** :-
  1. Address Infrastructures Pvt. Ltd.;
  2. Sh. Ankit Sidana;
  3. Ms. Asha Sidana;

[All at Village Togan, PR-4, Sector-17, Mullanpur, Mohali  
Near International Cricket Stadium,  
Kharar, Sahibzada Ajit Singh Nagar (Mohali),  
Punjab –140901]
4. **Date of filing of complaint** :- 03.07.2023
5. **Name of the Project** :- The Address
6. **RERA Registration No.** :- PBRERA-SAS80-PR0178
7. **Name of Counsel for the complainant, if any.** :- Sh. Randeep Singh Smag, Advocate for the complainant
8. **Name of Counsel for the respondent, if any.** :- Sh. Mohd. Sartaj Khan, Sh. Shahnawaz Khan, Sh. Mukim Ahmed, Advocates for 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** :- 19.05.2025

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

The present complaint dated 03.07.2023 was filed by Sh. Ravinder Singh and Ms. Shobha (hereinafter referred as the 'Complainants') 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') before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority') relating to the project 'The Address' at Village Togan, New Chandigarh, District SAS Nagar (Mohali) against the respondent-promoter Address Infrastructures Pvt. Ltd.

2. The brief gist of the complaint as alleged by the complainant is that the respondent promoter had launched a real estate project known as "The Address," located at New Chandigarh, Mohali. The project is duly registered under RERA with registration number PBRERA-SAS80-PR0178, as provided by the promoter and incorporated into the agreement to sell. The complainants were attracted by the promoter's assurances that the





project would be delivered strictly as per the stipulated schedule. Acting on these assurances, the complainants signed an application form dated 23.12.2020 and paid an initial amount of ₹4,00,000/- by cheque on the same date. However, despite receiving more than 10% of the apartment cost, the promoter did not enter into a formal agreement to sell at that time.

Subsequently, on 08.01.2021, an agreement to sell was executed between the parties, and an allotment letter was issued on the same date. Under this agreement, the complainants were allotted Apartment No. T-802, a 2 BHK unit with a super built-up area of 850 sq. ft. and a carpet area of 618.88 sq. ft., as detailed in Clause G of the agreement. The basic sale price of the apartment was fixed at ₹37,10,000 (Clause 1.2), while the total cost inclusive of additional charges was stipulated as ₹39,34,850 under Schedule C. The agreement also clearly specified the date of possession as on or before March 2022 (Clause 7.1), with possession defined as the handing over of the fully completed apartment along with the issuance of a valid occupancy/completion certificate by the competent authority (Clause 9.1(ii)). The agreement further provided that in case of delay, the complainants would be entitled to interest on account of delayed possession as per statutory provisions. To finance the purchase, the complainants obtained a home loan from HDFC Bank, and a tri-partite agreement involving the complainants, respondent promoter, and the bank was entered into (Annexure C-4). The complainants have complied with all payment demands, having paid ₹35,26,460/- till date, as evidenced by the payment statements issued by the promoter. However, despite the payments made, the promoter unilaterally increased the price of the apartment from ₹39,34,850 to ₹39,66,350, as reflected in the promoter's account records. This arbitrary hike is contrary to the agreement and is unjustified. Despite receiving approximately 90% of the payment, the promoter has failed to deliver possession of the apartment within the promised timeline. As a result, the complainants are suffering on multiple fronts i.e. they are bearing the financial burden of loan interest, remain without their own residence, and are forced to continue paying rent, for which a lease agreement is provided. In view of the above, the complainants seek the relief to deliver possession alongwith its interest of the apartment along with the valid occupancy certificate on the amount of ₹35,26,460/- from the promised date of possession, 31.03.2022; also set aside the unilateral increase in price as illegal and contrary to law.





3. In response to notice, the respondents have filed their reply dated 19.10.2023. The main averments of respondents in the reply are as follows:-
- i. The Respondent respectfully submits that the complaint filed by the complainants is not maintainable and has been filed with mala fide intent to obtain undue monetary advantage. It amounts to a misuse of the process of law and should be dismissed with exemplary costs. The complainants have approached this Hon'ble Authority by suppressing and misrepresenting material facts and without following the agreed contractual procedures.
  - ii. As per Article 33 of the Agreement for Sale dated 08.01.2021, all disputes between the parties were to be resolved first through mutual discussion and, if necessary, through arbitration. However, the complainants have bypassed this binding mechanism and directly filed the present complaint, which is premature and contrary to the terms of the Agreement.
  - iii. The Respondent is a reputed real estate developer undertaking a RERA-registered project titled "The Address" at New Chandigarh. The complainants were allotted Unit No. T-802 pursuant to their application, and an Agreement for Sale was executed on 08.01.2021. However, they have failed to include HDFC Bank—a necessary and proper party to the tripartite agreement—in this complaint, which affects the completeness and fairness of the adjudication process.
  - iv. The delay in handing over possession occurred due to *force majeure* circumstances arising from the COVID-19 pandemic. In light of the nationwide lockdowns, manpower shortages, and supply chain disruptions, RERA authorities had granted automatic extensions to project timelines. These delays were beyond the control of the Respondent. Despite this, the Respondent has made sincere efforts to complete the project and even attempted to resolve the issue amicably with the complainants, who declined to cooperate.
  - v. In view of the above, the Respondent prays that the present complaint be dismissed as not maintainable, defective due to non-joinder of a



necessary party, and devoid of merit, with costs awarded in favour of the Respondent.

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. The complainant did not file any rejoinder.

5. 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 submissions of the parties i.e., complainant and respondents.

6. During arguments, Ld. Counsel for the complainant submitted that the complainants entered into a valid and binding Agreement to Sell on 08.01.2021 after paying an initial amount and further installments totaling ₹35,26,460. The agreement clearly stipulated possession by March 2022 with a valid occupancy certificate. Despite fulfilling their payment obligations, the promoter failed to deliver possession within the promised timeline, causing the complainants financial hardship including ongoing loan interest payments and rent. Moreover, the promoter unlawfully increased the apartment price from ₹39,34,850 to ₹39,66,350 without the complainants' consent, which violates the terms of the agreement. Under RERA, the complainants are entitled to possession with interest for the delay, and the promoter's unilateral price hike should be set aside as illegal.

It is also submitted by the Ld. Counsel for the complainant that failure to include HDFC Bank, a financing party, does not affect the merits of the complaint, which is primarily against the promoter's breach of contract and delay in delivery. Therefore, the complainants seek possession of the apartment with interest on the paid amount from the due possession date and the setting aside of the illegal price increase.

7. On the other hand, Ld. Counsel for the respondent submits that the complaint is not maintainable and is filed with mala fide intent to obtain undue advantage. The complainants have ignored the dispute resolution clause in the Agreement, which requires all disputes to be resolved through mutual discussion and arbitration before





approaching any authority, making the complaint premature and liable to dismissal. Furthermore, the complainants failed to join HDFC Bank, a necessary party to the tripartite agreement, rendering the complaint defective and incomplete for adjudication.

The delay in possession was caused by *force majeure* circumstances stemming from the COVID-19 pandemic, including lockdowns and supply chain disruptions, which were beyond the promoter's control. RERA granted extensions to project timelines in light of these events. The promoter has made sincere efforts to complete the project and attempted amicable resolution, which the complainants declined. The alleged price increase is either an accounting adjustment or subject to agreed terms, not a unilateral hike. The respondent prays for dismissal of the complaint with exemplary costs for misuse of the legal process.

8. I have duly considered the pleadings, documents, and submissions of both parties. It is found and held that the complainants have duly complied with their obligations under the Agreement to Sell by making timely payments amounting to ₹35,26,460 for Apartment No. T-802 in the RERA-registered project "The Address" at New Chandigarh, Mohali. In accordance with Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, the promoter is legally bound to hand over possession of the apartment, complete in all respects, along with a valid occupancy certificate, within the time frame stipulated in the agreement. The Agreement for Sale, executed on 08.01.2021, expressly fixed the possession date as on or before 31.03.2022. The promoter's failure to deliver possession within the agreed timeline, despite receiving over 90% of the total sale consideration, constitutes a breach of its statutory and contractual obligations.

9. Furthermore, the unilateral enhancement of the total sale price from ₹39,34,850 to ₹39,66,350, without the consent of the complainants, is not only arbitrary but also contrary to the terms of the executed agreement and the provisions of RERA, which prohibit such unilateral changes post-execution. The complainants' challenge to this increase is therefore well-founded.

10. The promoter's claim of *force majeure* due to the COVID-19 pandemic is not tenable, as the agreement was executed on 08.01.2021—well after the expiry of the six-month relief period granted by this Authority beginning 15.03.2020.





11. The objection regarding the non-joinder of HDFC Bank, a party to the tripartite loan agreement, is also without merit, as the present complaint pertains solely to the promoter's failure to deliver possession and does not involve the financing terms. Moreover, the complainant is not withdrawing from the project. In light of the above, and in keeping with the objectives of RERA Punjab to ensure transparency, accountability, and the protection of homebuyers' interests, the complainants are entitled to the relief sought— possession of the apartment along with a valid occupancy certificate and interest on the amount paid from the due date of possession. The unilateral price escalation is also set aside.

12. In view of the above, the complainant is entitled from **01.04.2022** (i.e. from the due date of possession to be offered) interest @ 11.10% (i.e. 9.10% SBI's Highest MCLR Rate applicable as on 30.04.2025 + 2%) till the possession is duly handed over, as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. **Further, it is pertinent to note here that since the agreement to sell and the receipts were issued by Respondent No. 1, it follows that the complainant's primary grievance is against Respondent No. 1, as it was the party that executed the agreement to sell with the complainant.** Therefore, respondent no. 1 is primarily responsible and is directed to hand over the possession to the complainants at the earliest alongwith interest for the delayed period. The complainant is also directed to pay the balance payment to the respondent at the time of valid offer of possession, if any. 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 upto 30.04.2025 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               |
| 01.04.2022            | 35,26,460/-           | 30.04.2025               | 11.10%                        | 37 months | 12,06,930/-     |

13. 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.

14. 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 30.04.2025 is calculated at an amount of Rs.12,06,930/- and the respondent is directed to make the payments within 90 days to the complainants and offer valid offer of possession. After, 01.05.2025 the promoter is liable to pay an amount of Rs.32,620/- per month as interest till the valid & due possession is handed over to the complainants. Further, if any amount is due towards the complainant at the time of offer of possession, first the said payment is payable by the allottee-cum-complainant, it will be adjusted by the promoter as payment received from the interest accrued i.e. payable by the promoter at the time of offer of possession, if any is balance due to non-recovery/payments by the respondent/promoter.

15. The amount of Rs.12,06,930/- upto 30.04.2025 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.12,06,930/- determined as interest upon the delayed period upto 31.03.2025 and further a sum of Rs.32,620/- to be payable as interest per month from 01.05.2025 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.

16. The Secretary of this Authority is hereby directed to issue a **"Debt Recovery Certificate"** immediately for an amount of Rs.12,06,930/- and Rs.32,620/-




payable per month as interest from 01.05.2025 onwards; further till due possession is handed over and send the same 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". 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, Sh. Ravinder Singh and Ms. Shobha is held to be Decree Holder and the Respondents i.e. M/s. Address Infrastructures Pvt. Ltd. as judgment debtors for the purposes of recovery under this order.

17. No other relief is made out.

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

Chandigarh  
Dated: 19.05.2025



  
(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. Sh. Ravinder Singh
2. Ms. Shobha

(Both 1 & 2 r/o House No. 49, Sector 18/A, Chandigarh- 160018)

3. Address Infrastructures Pvt. Ltd.;
4. Sh. Ankit Sidana;
5. Ms. Asha Sidana;

[3 to 5 All at Village Togan, PR-4, Sector-17, Mullanpur, Mohali Near International Cricket Stadium, Kharar, Sahibzada Ajit Singh Nagar (Mohali), Punjab -140901]

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.