



**Real Estate Regulatory Authority, Punjab**  
 First Floor, Block-B, Plot No. 3, Sector 19 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)

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| 1. Complaint No.                                   | : - | GC No. 0247/2023   |
| 2. Name & Address of the complainant (s)/ Allottee | : - | 1. Ms. Ujwala Duggal,<br>2. Sh. Ruchit Duggal,<br>Both at A-1/128, Vijay Khand, Gomti Nagar,<br>Lucknow, Uttar Pradesh - 226010  |
| 3. Name & Address of the respondent (s)/ Promoter  | : - | 1. M/s. Omaxe New Chandigarh Developers Ltd.<br>2. M/s. Omaxe Chandigarh Extension Developers Pvt. Ltd.<br>Corporate Office: 10, Local Shopping Centre,<br>Kalkaji, South Delhi, New Delhi – 110019. |
| 4. Date of filing of complaint                     | : - | 09.07.2023   |
| 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. Randeep Singh Smag for Sh. Ranjit Singh Kalra, Advocate  |
| 8. Name of Counsel for the respondent, if any.     | : - | Sh. Saurabh Sharma for Sh. Arjun Sharma, Advocate.   |
| 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                                  | : - | 17.03.2025   |

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

The present complaint dated 09.07.2023 has been filed by Ms. Ujwala Duggal & Sh. Rachit Duggal (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 a RERA registered project namely 'The Lake' Group Housing Project part of Mega Residential Project at Mullanpur (New Chandigarh Master Plan) in GMADA, Punjab promoted by M/s.Omaxe New Chandigarh Developers Ltd. & M/s. Omaxe Chandigarh Extension Developers Pvt. Ltd. (hereinafter referred as the Respondents).

2. The brief gist of the complaint, as alleged by the complainants, is that:-

- i. The respondent lured the complainants into investing in the project 'The Lake' Group Housing Project part of Mega Residential Project at Mullanpur (New Chandigarh Master Plan) in GMADA, Punjab by promising that it would





be completed within a stipulated time frame. Based on such representations, the complainants decided to proceed with the investment.

- ii. The complainants entered into a Developer-Buyer Agreement dated 19.11.2020, which was supplied by the respondents via a letter dated 21.11.2020. Under this agreement, Unit No. TLC/ISABELLA-A/ELEVENTH/1102, having a super area of 4850 ft<sup>2</sup>, was allotted to the complainants in the project "The Lake."
- iii. As per Clause 7.1 of the Buyer Agreement, the possession of the unit was to be offered by 31.01.2022. Further, Clause 7.2 stipulates that possession shall only be offered after obtaining the Occupancy Certificate from the competent authority. However, the respondent company has failed to adhere to this timeline.
- v. The Buyer Agreement included a specific payment schedule under Schedule C-2. As per this schedule, only Rs.11,25,915.25 out of the total Rs.2,14,21,074/- was to be paid at the time of offer of possession, while the remaining amount was to be cleared within 90 days of booking.
- vi. The complainants have made the entire due payment amounting to Rs.2,02,95,158/-, as evident from the email dated 23.07.2020, wherein the respondent has admitted that the full payment for the apartment was received. It is also relevant to mention that a portion of this amount was paid in cash, which was coerced by the promoter. This has also been acknowledged, as no dues certificate was issued through email dated 28.07.2020. Copies of the email communications with the promoter, along with the statement of payments made.
- vii. Despite receiving the entire payment within 90 days of booking, the respondent promoter has failed to offer possession in accordance with the Buyer Agreement by 31.01.2022. As per the terms of the agreement, possession was to be offered only after obtaining the Occupancy Certificate. However, the project is still incomplete, and the Occupancy Certificate has not been obtained. This constitutes a violation of the contractual terms and a contravention of the provisions of the RERA Act.





viii. The present petition is being filed through the power of attorney holder, Urvashi Duggal, daughter of Sh. Rajiv Duggal. The complainants, Smt.Ujwala Duggal and Sh. Ruchit Duggal, have executed Special Power of Attorney documents, both dated 12.11.2022, in favor of the petitioner. Copies of these Special Power of Attorney documents are annexed herewith.

3. In response to the notice, the respondents have submitted their reply, asserting its position based on the following averments:-

- i. The Complainants were allotted Unit No. TLC/ISABELLA-A/ELEVENTH/ 1102 in the project "The Lake" in New Chandigarh under an Agreement for Sale dated 21.11.2020. The complaint is based on the alleged delay in handing over possession. However, as per Clause 7.1 of the Agreement for Sale, possession was to be delivered by 31.01.2022, subject to *Force Majeure* conditions and RERA extensions. The total cost of unit in question as per the Agreement for Sale dated 19<sup>th</sup> November, 2020 is Rs.2,10,51,324/- out of which the Complainants have paid an amount of Rs.2,02,95,158/- and, therefore, nothing remains to be paid.
- ii. The RERA Authority had already extended the project completion date to 31.12.2023. Thus, there is no delay in possession, and the complaint is premature.
- iii. The Respondent has complied with the provisions of the 2016 Act and Punjab Real Estate Rules, 2017. The project has been duly registered with RERA Punjab under Registration No. PBRERA-SAS80-PR0040.
- iv. The terms of the Agreement for Sale govern the rights and obligations of the parties. The Hon'ble Supreme Court has held in multiple judgments that contractual terms are binding on the parties and should not be interfered with.





- v. The Complainants allege they have fully paid for the unit, including some cash payments. However, the Respondent has never accepted cash payments, as confirmed in emails dated 23.07.2020 and 28.07.2020. The outstanding dues, if any, will be payable at the time of possession. The Respondent has made substantial investments in completing the project, including infrastructure, utilities, and amenities for the benefit of allottees.
  - vi. The complaint is a misuse of legal process and should be dismissed. The Complainants failed to invoke Clause 33 of the Agreement, which mandates dispute resolution through mutual discussions or arbitration before approaching legal forums.
  - vii. The Respondent submits that there is no delay in handing over possession, the complaint is premature, and no violations of the 2016 Act have occurred. Therefore, the complaint is liable to be dismissed.
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. During the arguments, Ld. Counsel for the complainant argued that as per Clause 7.1 of the Buyer's Agreement dated 19.11.2020 allotting Unit No. TLC/ISABELLA-A/ELEVENTH/1102 to the complainants, possession was to be handed over by 31.01.2022, only after obtaining the Occupancy Certificate, as stipulated in Clause 7.2. The respondent has failed to meet this deadline, and possession has not been offered despite payment of 95% of the cost of the unit by the complainants. The payment





schedule under Schedule C-2 specified that Rs.11,25,915.25 would be due at the time of possession, while the rest had to be paid within 90 days of booking. The complainants made the full payment of Rs. 2,02,95,158/-, which has not been disputed by the respondent. The Learned Counsel for the complainants emphasized that, to date, the respondent has neither offered possession of the allotted unit nor paid any delayed interest.

8. On the other hand, Ld. Counsel for the respondents argued that the complainants were allotted Unit No. TLC/ISABELLA-A/ELEVENTH/1102 under an Agreement for Sale dated 21.11.2020. While the complaint alleges a delay in possession, Clause 7.1 of the agreement states that possession was to be delivered by 31.01.2022, subject to *Force Majeure* conditions and RERA extensions. The RERA Authority has extended the project's completion deadline to 31.12.2023, making the complaint premature.

9. I have perused the written and oral submissions made by both the parties. Before going into the facts of the case, the preliminary objections raised by respondents need to be addressed. Without going into details, it would be sufficient to mention that objections as regards arbitration clause had already been dealt with by this Authority in order dated 19.05.2022, passed in complaint No.1729, of 2020-titled as Prateek Sharma Vs. Omaxe Chandigarh. *Force Majeure* of COVID-19 plea also does not hold much water in this case, as the Agreement for Sale executed *inter-parties* was subsequent to the expiry of COVID-19 timeline. Therefore, keeping in view the detailed reasoning given in that order, all the preliminary objections raised in the reply by respondent are hereby dismissed.

10. During the course of arguments, a query was put to the Ld. Counsel for the respondent "whether possession of the apartment has been handed over to the complainant or not"? the answer was in the negative. Thus, it is established on record that till date possession has not been handed over to the complainant so far. Further, the Ld.Counsel for the respondent has not produced any document on record to show that the complainant has delayed the payment as per schedule.





11. It is apparent on record that delay of many years has taken place in handing over possession to the complainant and it is likely to get further delayed since certain formalities/certification are still pending on the part of the respondent. Keeping in view the above facts, the default on the part of the respondents, not in delivering possession of the flat in question within the stipulated period as per allotment letter. Non-handing over of possession is in of Section 18(1) of the Act, 2016 and as such, the complainant is entitled to relief of interest on account of delayed period read with Rule 16 of the Rules, 2017. 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."*

12. In view of the above, the complaint is **Partly Allowed** and complainant is entitled for interest upon the delayed period w.e.f. 01.02.2022 (i.e. from the due date of possession to be offered) @ 11.10% (i.e. 9.10% SBI's Highest MCLR Rate applicable as on 28.02.2025 + 2%) till the date of valid offer of possession, as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. The respondent is directed to hand over the possession to the complainants at the earlier. The complainant is also directed to pay the balance payment to the respondent at the time of valid offer of possession. 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 upto 31.03.2025 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
01.02.2022	2,02,95,158/-	31.03.2025	11.10%	38 months	71,33,740/-

14. The total amount due towards delayed interest upto 31.03.2025 is Rs.71,33,740/- and the respondent is directed to make the payments within 90 days to the complainants and offer valid offer of possession. After, 01.02.2025 the promoter is liable to pay an amount of Rs.1,87,730/- per month as interest till the valid & due possession is not offered to the complainants.

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 as provided u/s. 40(1) of the RERD Act, 2016. Accordingly, the Secretary is instructed to issue the necessary Recovery Certificate and send it after 90 days as per Rule 17 of the Punjab Real Estate (Regulation & Development) Rules, 2016 to the relevant Competent Authorities under the Land Revenue Act, 1887 for due collection and enforcement in accordance with law. The concerned authorities are further directed to take expeditious steps for the recovery of the amount as per the prescribed procedure under the Land Revenue Act, ensuring compliance with all legal requirements and due process.

16. 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. The amount of Rs.71,33,740/- has become payable by the respondent upto 31.03.2025 to the complainant and has to be paid within 90 days from the date of receipt of this order by the promoter 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 as determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016. It is hereby ordered that this amount of Rs.71,33,740/- is to be collected as Land Revenue as per the provisions of Section 40(1) of Real Estate (Regulation & Development) Act, 2016. The said amount will be calculated by the Competent Authority as Land Revenue under the provisions of the Punjab Land Revenue Act, 1887.






17. The Secretary of this Authority is hereby directed to issue a Recovery Certificate immediately and send it to the Competent 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 after taking in to account, payments, if any made by the respondent. Both the parties i.e. complainant and respondent are hereby directed to inform receipt/payment of any sum in the next 90 days of this order to the Secretary of this Authority immediately so as to revise the Debt Recovery Certificate accordingly before sending it to Competent Authority for recovering this sum as Land Revenue as per the Punjab Land Revenue Act, 1887..

18. No other relief is made out.

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




**Chandigarh**  
**Dated: 17.03.2025**

  
**(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. Ms. Ujwala Duggal,
2. Sh. Ruchit Duggal,  
(Both at A-1/128, Vijay Khand, Gomti Nagar, Lucknow, Uttar Pradesh – 226010)
3. M/s. Omaxe New Chandigarh Developers Ltd.
4. M/s. Omaxe Chandigarh Extension Developers Pvt. Ltd.,  
(Both at Corporate Office: 10, Local Shopping Centre, Kalkaji, South Delhi, New Delhi – 110019.)
5. The Secretary, RERA, Punjab.
6. Director (Legal), RERA, Punjab.
7. The Complaint File.
8. The Master File.

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