



## 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)

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| 1. Complaint No.                                   | GC No. 0383/2023   |
| 2. Name & Address of the complainant (s)/ Allottee | Sh. Kanhaiya Lal Kalra,<br>405, 1 <sup>st</sup> Floor, Sector 16,<br>Panchkula, Haryana - 134113   |
| 3. Name & Address of the respondent (s)/ Promoter  | M/s Omaxe Chandigarh Extension Developers Pvt Ltd<br>India Trade Tower, 1 <sup>st</sup> Floor, Mullanpur, New<br>Chandigarh Distt. SAS Nagar (Mohali) – 140901 |
| 4. Date of filing of complaint                     | 21.10.2023   |
| 5. Name of the Project                             | The Lake, Group Housing<br>project part of Mega Residential Project at Mullanpur<br>(New Chandigarh Master Plan) in GMADA, Punjab                              |
| 6. RERA Registration No.                           | PBRERA-SAS80-PR0040  |
| 7. Name of Counsel for the complainant, if any.    | Sh. Mohd. Sartaj Khan, Ms. Ravneet Kaur, Counsels<br>alongwith complainant in person.  |
| 8. Name of Counsel for the respondents, if any.    | Sh. Tejeshwar Singh, Advocate.   |
| 9. Section and Rules under which order is passed   | Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb.<br>State RERD Rules, 2017.  |
| 10. Date of Order                                  | 11.09.2025   |

**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 21.10.2023 has been filed by Sh. Kanhaiya Lal Kalra (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' for the sake of convenience and brevity) 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 handover the physical possession of the allotted unit alongwith interest for the delayed period** 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 Chandigarh Extension Developers Pvt. Ltd. (hereinafter referred as the 'Respondents' for the sake of convenience and brevity).

2. The brief gist of the complaint, as alleged by the complainant, is that the Complainant booked Unit No. TLC/EMERALD-A/TENTH/1002 in the project "The Lake", Omaxe New Chandigarh (RERA Regn. No. PBRERA-SAS80-PR0040) and has already



paid a substantial amount of ₹84,86,232/- i.e. more than 85% of the total sale consideration. As per the Allotment-cum-Buyer's Agreement dated 05.09.2022, the Respondent was obligated to deliver possession by 31.07.2023, but has failed to do so and has neither obtained OC/CC from the competent authority nor compensated the Complainant for the inordinate delay. Further, the Respondent has unilaterally reduced the carpet area from 171.4 sq. mtrs. to 115.66 sq. mtrs. without consent, thereby retaining excess payment of ₹23,65,345/-. Being aggrieved of the above, the complainant is seeking interest for delayed possession, refund of excess amount, possession of the unit with valid approvals, and litigation costs.

3. In response to the complaint, the respondent filed its reply and made its submissions.

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. It is an undisputed fact that the complainant had booked a residential unit bearing no. TLC/EMERALD-A/TENTH/1002 in the project "The Lake", Omaxe New Chandigarh, having RERA registration no. PBRERA-SAS80-PR0040. It is also not disputed that the complainant has already paid an amount of ₹84,86,232/-, which constitutes more than 85% of the total sale consideration as per the allotment-cum-buyer's agreement dated 05.09.2022. It stands admitted that as per clause 7.1 of the buyer's agreement, the respondent was under an obligation to deliver possession of the said unit to the complainant by 31.07.2023, but till date the same has not been handed over as the respondent has not been able to obtain the necessary completion



certificate/occupancy certificate from the competent authority within the stipulated period. The learned counsel for the respondent submitted that the application for issuance of completion certificate has already been made before the Competent Authority and the same is expected to be received by the end of the current month. It was further submitted that an offer of possession has already been issued in favour of the complainant and the respondent is ready and willing to hand over possession of the unit. The complainant, through his counsel, also consented to take over possession subject to adjustment of interest accrued for the period of delay against the outstanding balance amount payable to the respondent.

8. It is also a matter of record that though the complainant had earlier raised grievance with respect to unilateral reduction in carpet area from 171.4 sq. mtrs. to 115.66 sq. mtrs. and claimed refund of excess amount of ₹23,65,345/-, however, during the hearing, the complainant voluntarily withdrew the relief sought qua increased/decreased area and confined his claim to interest for delayed possession, valid possession of the unit, and execution of conveyance deed upon obtaining completion certificate/occupancy certificate.

9. In view of the admitted position and submissions made by both the parties, it is clear that the respondent has failed to deliver possession of the unit within the stipulated time and has not obtained the requisite completion/occupancy certificate till date. The respondent has, however, undertaken that the completion certificate is likely to be obtained by the end of the current month and that possession has already been offered. The complainant has consented to accept possession subject to adjustment of interest accrued for the delayed period against the balance sale consideration. The complainant has also withdrawn his relief with respect to the issue of reduced carpet area.

10. Accordingly, the respondent is directed to hand over possession of the unit in question, as consented by the complainant today during the course of arguments, to the complainant after obtaining the requisite completion/occupancy certificate from the Competent Authority. The respondent shall also adjust the interest for the delayed period on the amount already paid by the complainant against the balance sale



consideration at the time of handing over possession. The conveyance deed shall be executed thereafter in accordance with law within a time-bound manner.

11. 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.

12. 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. Accordingly, the respondent is directed to hand over valid physical possession of Unit No. TLC/EMERALD-A/TENTH/1002 in the project "The Lake", Omaxe New Chandigarh to the complainants, after obtaining the Completion Certificate/Partial Completion Certificate or Occupancy Certificate. Further, the respondent shall pay to the complainants delay interest @ 10.90% (i.e. 8.90% SBI's Highest MCLR Rate applicable as on 15.08.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017, on the amounts paid by the complainants. The complainant will also make its balance payment as per above admission by the end of this Month after adjusting the interest amount for the delayed period. 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 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
01.08.2023	Rs.84,86,232/-	31.08.2025	10.90%	25 months	19,27,082/-

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 31.08.2025 is calculated at an amount of Rs.19,27,082/- and the respondent is directed to make the payments within 90 days to the complainants and offer valid offer of possession. After, 01.09.2025 the promoter is liable to pay an amount of Rs.77,083/- 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.19,27,082/- upto 31.08.2025 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.19,27,082/- determined as interest upon the delayed period upto 31.08.2025 and further a sum of Rs.77,083/- per month, to be payable as interest per month from 01.09.2025 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"** after 90 days for an amount of Rs.19,27,082/- as delayed interest upto 31.08.2025 and Rs.77,083/- payable per month as interest from 01.09.2025 onwards; till due possession is handed over. He will send the Debt 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"**. 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. Kanhaiya Lal Kalra is held to be Decree Holder and the Respondent i.e. M/s. Omaxe Chandigarh Extension Developers Pvt. Ltd. as judgment debtor 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: 11.09.2025**



  
**(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. Kanhaiya Lal Kalra, 405, 1<sup>st</sup> Floor, Sector 16, Panchkula, Haryana - 134113
2. M/s Omaxe Chandigarh Extension Developers Pvt Ltd India Trade Tower, 1<sup>st</sup> Floor, Mullanpur, New Chandigarh Distt. SAS Nagar (Mohali) – 140901
3. The Secretary, RERA, Punjab.
4. Director (Legal), RERA, Punjab.
- ✓ 5. The Complaint File.
6. The Master File.

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