

**BEFORE Sh. Arunvir Vashista, Member-II  
THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB AT  
CHANDIGARH**

Complaint No. RERA/ GC No.0442 of 2023

Date of filing: 07-December-2023

**Date of Decision: 29.07.2025**

1. Mohit Goyal
  2. Pershant Goyal
- Both residents of # 145 Sector 20, Sirsa, Haryana.

...Complainants

Versus

M/s Omaxe Chandigarh Extension Developers Pvt. Ltd. India Trade Tower, First Floor, Baddi Kurali Road, New Chandigarh, Mullanpur District Sahibzada Ajit Singh Nagar (Mohali) Punjab

... Respondent

Complaint under Section 31 of the Real Estate (Regulation and Development) Act 2016.

Present: Mr. Shubhnit Hans, Advocate representative for the complainants  
Sh. Ashim Aggarwal, Advocate, representative for the respondent

**ORDER**

The present complaint has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act"), read with Rule 37 of the Punjab State Real Estate (Regulation and Development) Rules 2017 (hereinafter referred to as the Rules) against the respondent.

2. The brief facts of the complaint are that earlier Mrs. Parveen Bhatia and Mr. Mohinder Kumar Bhatia (previous allottees) in February, 2020 had been allotted a 3 BHK residential flat No. TLC/ Victoria-B/Fifth/502 having super area measuring 1580 Sq. ft. (approximately) in the project 'The Lake' of respondent. The said

previous allottees had already made payment of Rs.5,00,000/- to the promoter before signing builder buyer's agreement. The possession of the flat in question was to be delivered on or before 31<sup>st</sup> July 2021. It was a construction linked plan. The present complainants purchased the said unit from previous allottees on 18.11.2022 after making the remaining payment to the respondent. All the payments made by the complainants to the respondent were admitted and were reflected in the statement of account issued by the respondent itself on 21.08.2023. The total value of the said apartment/ unit was fixed at Rs.69,73,952/-. But later the respondent increased the price of said unit by Rs.4,41,939/- for increasing the total area by 90 Sq. ft. in super built-up area but no change in the carpet area. As per clause 7.1 of the builder buyer's agreement, the respondent could only ask for the amount if there was any increase in the carpet area. However, complainants having been left with no other option paid the total demanded amount of Rs.73,47,317/-. The respondent-promoter however failed to offer the possession of the unit in question as per stipulation in the allotment/buyer's agreement and the possession had been offered only on 17.02.2023 after 8 years from the date of booking which was made by the previous allottees in August 2014 and after a delay of more than 18 months from the deemed date of possession. It is further submitted that after receiving possession by the complainants of the said unit they found various defects such as dampness in the apartment and water leakage in the kitchen and bathroom. No camera had been installed in the building and lifts. The respondent company also illegally charged Rs.7,410/- for delayed interest from the complainants despite the fact that it was an issue between the bank



and the respondent. The project had been unreasonably delayed by the respondent promoter without any justification and the complainants ultimately being dissatisfied called upon the promoter to pay interest on account of delayed possession on the amount paid by the complainants from the date of respective deposits till realization, as per the provisions of the RERA Act and also to refund the amount of Rs.4,41,939 including GST for the increase in super area of the unit, but to no effect. Hence, the present complaint.

3. The complaint was contested by the respondent. It however was admitted that the flat in question in the project of the respondent was allotted vide allotment letter dated 20.12.2024 to Mr. Anubhav Bhatia which was subsequently transferred on his own request in the names of Mrs. Parveen Bhatia and Mr. Mohinder Kumar Bhatia. It was also admitted that on the basis of joint request dated 12.12.2022, the allotment right in the flat in question was transferred in the name of present complainants. It was further submitted that possession of the unit in question was allegedly delayed due to *force majeure* circumstances arising out of the Covid pandemic. It however was claimed that complainants were subsequent purchasers and the agreement was assigned in their favour only on 19.01.2023 and at that stage, they were well aware of the alleged delay. Hence, complainants could not agitate about delay in possession when it was offered to them on 17.02.2023 after obtaining occupation certificate and physical possession was taken by them without protest on 09.04.2023. It was further averred that the present complaint was abuse of the process of law and denying the rest of the averments of the complaint prayer was made for dismissal of the complaint.

4. Complainants filed rejoinder and broadly reiterated the contents of the complaint.

5. The argument on behalf of the complainants at the outset was that complainant stepped into the shoes of the previous allottees by purchasing their rights of allotment of the residential flat in question, which was also approved by the respondent promoter, who took further payment from the complainants before the transfer of the allotment right. It was then argued that consequent upon transfer of the allotment rights of the flat in question in the names of the complainants by the promoter both the parties would be governed by the original terms and conditions of the allotment/buyer's agreement. It was contended that complainants never condoned the delay in offering of possession nor there was any such writing executed between the parties. He further contended that respondent promoter failed to offer possession of the unit in question as per stipulation in the allotment/buyer's agreement without any justification and there being unreasonable delay of 8 years in completion of the project, therefore, complainants were entitled to the relief claimed.

6. On the other hand, the argument on behalf of respondent was that as the complainants chose to purchase the allotment right of the previous allottees in the unit in question, despite knowing that the stipulated period for completion of the project had already elapsed and therefore, they condoned the delay in completion of the project and could not reagitate this issue. He further contended that possession of the unit in question was allegedly delayed due to *force majeure* circumstances arising out of the Covid pandemic. The complainants were subsequent purchasers and the agreement was assigned in their



favour only on 19.01.2023 and at that stage, they were well aware of the alleged delay. Hence, they could not agitate about delay in possession when it was offered to them on 17.02.2023 after obtaining occupation certificate and physical possession was taken by them without protest on 09.04.2023. Therefore, the complainants were not entitled to any such relief.

7. It is not disputed by the parties that Mrs. Parveen Bhatia and Mr. Mohinder Kumar Bhatia (previous allottees) in February, 2020 had been allotted the unit in question in the project of the case in hand for basic sale price of Rs.69,73,952/- and promoter also executed allotment cum buyer agreement with the previous allottees. It was also admitted that the present complainants Mohit Goyal and Per5shant Goyal purchased the allotment right of previous allottees in the flat in question on 18.11.2022 after making remaining payment to the respondent and subsequently, the allotment rights of previous allottees in the flat in question were transferred in the names of the present complainants on the basis of their joint request by the respondent after receiving the further payment from the complainant. Though on behalf of the respondent promoter it was agitated that the complainants condoned the delay in completion of the project by themselves seeking the transfer of the allotment, at the time when the stipulated date for delivery of possession had already elapsed, but this authority finds that as per averments in the joint request dated 19.01.2023 for transfer of the allotment from the previous allottees to the complainants in respect of flat in question, which was allowed by the respondent promoter, there are stipulations that the transfer of the allotment to the complainants would be governed by the terms and conditions of the

allotment/buyer's agreement dated 18.02.2020, which was executed by the promoter with the previous allottees. Therefore, both the parties even after the transfer to the complainants would be bound by the terms and conditions of the allotment/buyer's agreement dated 18.02.2020. As per clause 7.1 of the builder buyer's agreement dated 18.02.2020, possession of the flat in question was to be delivered on 31<sup>st</sup> July, 2021 from the date of signing of the allotment/buyer's agreement subject to *force majeure* conditions. The respondent however failed to offer the possession of the unit in question as per stipulation in the allotment/ buyer's agreement and the possession had been offered only on 17.02.2023 i.e. after 8 years from the date of booking which was made by the previous allottees in August 2014 and after the delay of more than 18 months from the deemed date of possession. Therefore, the project of the case in hand remained incomplete.

8. As an outcome of the above discussion, it is found that the project of the case in hand had been delayed for a period of almost 8 years for which there is no justification on the part of the respondent promoter in not completing the project and handing over possession of the unit in question to the complainants as per the agreement. The complainants are therefore certainly entitled to the relief claimed.

9. In view of above discussion, the complaint is accepted and the respondent is directed to pay interest on the amount paid by the complainants @ 11.10% per annum (today's highest MCLR rate of 9.10% plus 2%) as per the provisions of Section 18(1) of the Act, read with Rule 16 of the Punjab State (Regulation and Development)

Rules 2017 from the date of deposit till realization/ payment is made. The payment should be made within the time stipulated under Rule 17 of the Punjab State Real Estate (Regulation and Development) Rules, 2017.

**Announced:  
29.07.2025**

  
**(Arunvir Vashista),  
Member, RERA, Punjab**