

**BEFORE SHRI BINOD KUMAR SINGH, MEMBER  
REAL ESTATE REGULATORY AUTHORITY, PUNJAB**

Complaint No. 0181 of 2024  
Date of Institution : 19.05.2024  
Date of Decision: 30.04.2025

1. Madan Gupta, Rishi Apartment, Baddi, Solan, Himachal Pradesh, Pin Code 173 205
2. Hansha Devi, Village and Post Gopalpur, Mehanagar, Azamgarh, Uttar Pradesh, Pin Code 276204

....Complainants

Versus

Address Infrastructure Pvt. Ltd. Sector 17, PR-4, New International Cricket Stadium, New Chandigarh, SAS Nagar, Mohali, Punjab, Pin Code 160009

....Respondent

Present: Shri Madan Gupta, complainant no.1 in person  
Shri Mohd. Sartaj Khan, Advocate for the respondent

**ORDER**

This complaint in Form 'M' under Section 31 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the Act of 2016) read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the Rules of 2017) was instituted on 19.05.2024 by the complainant as an individual against the respondent with reference to Section 18 of the Act of 2016 seeking only interest part of 'home loan' till possession.

2. For the sake of convenience, Section 31 of the Act of 2016 read with Rule 36(1) of the Rule of 2017 are reproduced as under:

**"31. Filing of complaints with the Authority or the Adjudicating Officer.--** (1) Any aggrieved person may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder against any promoter allottee or real estate agent, as the case may be.

*Explanation.—For the purpose of this sub-section "person" shall include the association of allottees or any voluntary*

consumer association registered under any law for the time being in force.

(2) The form, manner and fees for filing complaint under sub-section (1) shall be such as may be specified by regulations".

**"Rule 36. Filing of complaint with the Authority and inquiry by the Authority.[Section 31,71 (1) and 84(2)(zc)]-- (1)**

*Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, in Form 'M' which shall be accompanied by a fee of one thousand in the form of a demand draft or a bankers cheque drawn on a scheduled bank in favor of the Authority and payable at the branch of that bank at the station where the seat of the Authority is situated".*

3. The complainant submitted the following in the complaint:-

3.1 It is stated by the complainant that he is the buyer of Flat No.W803 in the project namely "The Address" situated at New Chandigarh SAS Nagar Mohali.

3.2 It is further stated by the complainant that he had paid all the dues and sale deed also executed on 22nd December 2023.

3.3 It is contended that an agreement was executed with respondent/builder to pay interest part till possession under subvention scheme availed from IIFL Home Finance as per letter dated 05.04.2019 but the respondent has not paid interests part from July, 2023 onwards. The complainant had paid dues of the respondent in October, 2023.

3.4 It is further stated that the respondent vide his letter dated 25th October 2023 in 'No Dues letter' mentioned for completion of all

the pending work within 60 days but till date finishing work not done by builder.

3.5 The complainant is facing financial crisis due to delay of possession as respondent has not paid interest part from July 2023 onwards and he is paying pre-EMI as well as house rent.

3.6 It is the prayer of the complainant to intervene and direct the respondent to pay interest part of Home Loan till possession of Flat W803, as per their letter dated 05.04.2019 under subvention scheme.

4. Upon notice, respondent appeared and submitted reply which is summarized below:

4.1 The respondent admitted the allotment of apartment No.W804 Category/Type-2BHK having carpet area of 758 sq. Ft, 8<sup>th</sup> Floor in Tower No.W against the total sale consideration of Rs.31,06,950/ vide agreement for sale dated 30.01.2019.

4.2 The complainant has not paid according to payment plan and committed default.

4.3 As per Clause 7.3 of the agreement for sale dated 30.01.2019 possession of the apartment shall be extended to the extent of period of delay in making the payment.

4.4 Further, as per Clause 9.3 the respondent was having right to cancel the apartment.

4.5 The complainant has not made IIFL Home Finance Bank as necessary party with whom a tripartite agreement was executed by the complainants and respondent. The respondent confirmed that as per statement of account issued by CRM Department, a sum of Rs.32,13,300/- was paid by the complainants and bank.



4.6 It is stated that as per Subvention scheme letter dated 05.04.2019, the subvention liability period started from the date of first disbursal and it end on 31.12.2020 and was to be paid by the complainants.

4.7 It is further stated that after issuance of Partial Completion Certificate (PCC) for Tower A, B, V and W, the respondent made valid offer of possession vide letter dated 07.07.2023. Conveyance Deed/Sale deed was executed in favour of the complainant on 22.12.2023.

4.8 As per clause 33 of the agreement for sale dated 30.01.2019 any dispute shall be settled through the Adjudicating Officer appointed under the Act.

4.9 The respondent has also mentioned about Covid-19 in March 2020 due to which the work was halted and the government invoked '*force majeure*'. He has also referred a case titled "Ramesh Kumar Vs M/s Omaxe Extension Developers Pvt. Ltd. and ors. (CC No.10 of 2023) wherein the learned State Consumer Disputes Redressal Commission Chandigarh granted nine months extension in the date of possession. It is the prayer of the respondent to dismiss the complaint with costs.

5. Complainant submitted rejoinder reiterating the contents of his complaint and controverted the contents of the reply submitted by the respondent.

6. The undersigned heard the arguments on the stipulated date.

7. At the time of arguments, the complainant who was present in person reiterated the contents of his complaint and rejoinder and prayed that the respondent be directed to pay interest part of home loan till possession of Flat No.W803 as per letter dated 05.04.2019 under Subvention Scheme.

9. On the other hand, the counsel for the respondent stated that the contents of his reply be considered as his arguments and prayed that the complaint is without any merit and the same be dismissed with costs.

10. The undersigned considered the rival contentions of both the parties and also perused the record of this case.

11. From the above discussion, it is clear that the prayer of the complainant is only for payment of interest part of home loan till the date of possession.

12. It is admitted fact between both the parties, that sale deed was executed on 22.12.2023. The bare perusal of this sale deed would reveal that possession of the flat has been handed over to the complainant on the date of execution of the sale deed on 22.12.2023 itself. The relevant clause 1(e) of "NOW THEREFORE THIS DEED WITNESSTH AS FOLLOWS - Consideration and property description reads as under :-

*"1(e) The vacant and physical possession of the said unit has been handed over by the promoter/vendor to the purchaser/vendee herein at the time of execution of this deed and the purchaser/vendee acknowledges having taken over the possession of the same to the purchaser/vendee's complete satisfaction and the purchaser/vendee agree/s that the purchaser/vendee shall have no claim whatsoever against the promoter/vendor with regard to any defects or deficiency in construction, quality of materials used or on account of any delays etc."*

13. There is a letter dated 01.05.2024 sent to Mr. Ankit Sardana (promoter) with the subject :-Delay in handing over possession of Flat possession for W-803 admitting therein the execution of sale deed on 22.12.2023 and also referring therein the issuance of 'no dues certificate' on 25.10.2023 with provision to complete the pending work within 60 days, but the work is still pending and it is observed that there are cracks in walls. It is also mentioned therein that the flat was booked under subvention scheme and its EMI were



to be paid by the builder(respondent) till possession. The complainant further mentioned in this letter that he has not received satisfactory response to handover the flat W803. It is the prayer of the complainant in the said letter dated 01.05.2024 to compensate as per subvention scheme till possession of flat W-803.

14. A bare perusal of the reply (without date) submitted by the respondent in the Authority on 12.12.2024 there is no rebuttal to the contents of the above said letter dated 01.05.2024 by the respondent.

15. No doubt sale deed was executed on 22.12.2023, wherein as per clause 1(e) reproduced above possession of the flat has already been handed over to the complainant and this letter was sent to Mr. Ankit Sardana (promoter) on 01.05.2024, wherein the complainant is still raising his grievance that he has not received possession of the flat in question and there were cracks in the wall.

16. Perusal of Clause 7.1 of the agreement for sale dated 13.01.2019 revealed that possession of the flat was to be handed over on or before 3 and 1/2 years from the date of this agreement i.e by 01.07.2022. It is an admitted fact on record that the sale deed was executed on 22.12.2023 in favour of the complainants by the respondent.

17. For the just and proper decision of this complaint it is felt necessary to have sequence of the dates of execution of documents:

1.	Date of execution of agreement for sale	30.01.2019
2.	Possession was to be handed within 3 ½ years	31.07.2022
3.	Partial Completion Certificate obtained from GMADA	28.06.2023
4.	Possession offered on	07.07.2023
5.	No Dues certificate issued date	25.10.2023

6.	Sale deed executed in favour of the complainants	22.12.2023
7.	Letter by complainants to respondent	01.05.2024
8.	Reply (undated) to the complaint was filed as per interim order of this Authority	12.12.2024

18. The respondent has placed on record PCC with his reply issued by the Greater Mohali Area Development Authority, Mohali on 28.06.2023 vide memo no.GMADA/DTP/2023/2172 granting the same for the Towers A, B, V and W. It is noteworthy that the flat of the complainant is located in the Tower-W. Possession was offered to the complainants on 07.07.2023 by the respondent.

19. Following relevant Clauses of this PCC dated 28.06.2023 are reproduced below:

"...xv. That the company shall be liable to take final Completion Certificate from the Competent Authority.

xvi. That the company shall seek occupancy certificate from the competent (Authority) before occupying the said floors/units/buildings/flats...."

20. However, respondent has not produced on record the Certificates i.e 'final Completion Certificate' and 'Occupancy Certificate' earlier with his reply or during the course of the arguments or thereafter.

21. Further, the relevant para no.4 of the 'No Due Certificate' issued by the respondent on 25<sup>th</sup> October 2023 is reproduced below:

"...4. That M/s Address Infrastructure Private Limited has completed the construction of flat with best of its abilities, however, in case, if any fit out work is required to be done in flat allotted to you then M/s Address Infrastructure Private Limited bound itself that same will be completed



*by company within sixty days from the issuance of this 'No Due Certificate'*

22. Further, as per the letter dated 01.05.2024 sent by the complainant no.1 Madan Gupta to Shri Ankit Sadana/Mr. Amit Mangala it is consistent case of the complainants in their complaint filed on 19.05.2024, and letter dated 01.05.2024 conveying Shri Ankit Sadana/Mr. Amit Mangala that

*..."I have clear my dues till 25<sup>th</sup> Sep. 2023 & against this received no dues certificate on 25<sup>th</sup> OCT 2023 with provision to complete all pending work within 60 days but I am highly disappointed to see the progress of Project that still it is pending however I have approached so many time by visiting Address Society & each time have requested to complete the pending work but every time receiving same response give me 10 days time but yet work are pending, also I have seen cracks in walls & your team given assurance that it will be remove in final finishing but still there is a cracks in wall."*

*..."I have not received any satisfactory response to handover the Flat W803 that is creating financial burden to me for Paying rent as well as EMI, this has caused mental anxiety to me & my Family..."*

23. The complainant, if so advised, may avail legal remedy regarding cracks in walls and approach the concerned competent Authorities.

24. It is also worth to mention here that as per interim order dated 12.12.2024 of this Authority the reply (undated) filed by the respondent was without any reference to letter dated 01.05.2024.

25. It is established on record that it is not the case of the respondent that it had complied with the terms of the subvention scheme dated 05.04.2019 wherein it is specifically mentioned in the column "Subvention Start Date - from the date of first disbursal" and the "Liability of builder- to pay the pre-EMI interest for broken period and the subvention period i.e till possession".



But there is not an iota of evidence submitted by the respondent that they have paid the pre-EMI interest as per subvention scheme dated 05.04.2019. It is an admitted fact that sale deed was executed in favour of the complainants by the respondent on 22.12.2023.

26. As a result of the above discussion, this complaint is accordingly allowed and respondent is directed to pay interest as per Subvention Scheme dated 05.04.2019 from the date of first disbursal (by IIFL HFL) as per subvention scheme till possession. However, if any payment is made under this scheme by the respondent to the complainants then the same may be deducted from the amount payable under said subvention scheme dated 05.04.2019. The respondent is directed to pay the arrear of interest within two months from the date of receipt of this order and submit the compliance report.

27. It may be noteworthy that in case compliance report is not submitted by the respondent after the expiry of above stated period and further any failure to comply with or contravention of any order, or direction of Authority may attract penalty under Section 63 of this Act of 2016.

28. The complainants are also directed to submit report to this Authority that they have received the amount of interest as directed in this order.

29. File be consigned to the record room after due compliance.

  
(Binod Kumar Singh)  
Member, RERA, Punjab