

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

Complaint No. 0220 of 2024  
Date of Institution : 23.06.2024  
Date of Decision: 09.09.2025

Sonali Nagpal, Flat No 29, First Floor, Ansal Palm Groove, Sector 115,  
Sahibzada Ajit Singh Nagar (Mohali), Punjab, PIN Code 140307

....Complainant

Versus

1. M/s SBP Shinestar Pvt Ltd., SCO 146-148, Sector 43, Chandigarh, PIN Code 160043.
2. State Bank of India, RACPC, SBI Administrative Office, Sector 68, Sahibzada Ajit Singh Nagar (Mohali), Punjab, PIN Code 140308

....Respondents

Complaint in Form 'M' u/S 31 of the Real Estate  
(Regulation and Development) Act, 2016, read with  
Rule 36 (1) of the Punjab State Real Estate  
(Regulation and Development) Rules, 2017.

**(Registration Number: PBRERA-SAS80-PR0545)**

Present: Shri Vipin Kumar, and Shri Mandeep Singh, Advocates for  
the complainant  
Shri Vikas Sharma, and Shri Tushar Arora, Advocates for  
respondent no.1  
Shri Sachin Sharma, Manager, for respondent no.2/SBI

**ORDER**

Complainant seek directions to respondent no.1 to pay interest for the period of delay in handing over possession of the flat from the agreed date till actual handing over of possession; to repair or replace the defective door and to provide the club facilities and other amenities as promised in the brochure.

2. Complainant submitted the following facts in her complaint which is summarized below:-

- 2.1 Complainant booked an apartment in the project 'SBP Homes Gardenia' with 1150 Sq. Ft. Super Area, being developed by respondent no.1 at village Chhajjumajra, Sector 126, Tehsil Kharar, SAS Nagar, Mohali for a total sale consideration of Rs.41,93,948/-.

- 2.2 It is submitted that Flat no. 706, 7<sup>th</sup> Floor, Tower Block No. 1 was allotted to complainant vide allotment letter and Rs.4,09,050/- was paid vide receipt dated 22.02.2022 (**Annexure C/1 Colly**). An agreement for sale (**Annexure C/2**) was also entered into between the parties on 22.02.2022 and possession of Flat was to be handed over by 31.12.2022.
- 2.3 Complainant availed loan vide arrangement letter dated 06.04.2022 (**Annexure C/3**) from the State Bank of India/ respondent no.2 and paid Rs.33,50,000/- through it to respondent no.1. A total sum of Rs.41,93,948/- has already been paid by complainant to respondent (**Annexure C/4 Colly**)
- 2.4 It is further contended that as per agreement, possession of Flat was to be handed over on or before 31.12.2022 but respondent no. 1 failed to deliver the same on time. Several emails were sent by complainant to respondent no. 1 for the delay in possession but complainant received only assurances from respondent no.1 (**Annexure C/5 Colly**). Due to this delay on the part of respondent no.1, complainant is constrained to pay rent.
- 2.5 Finally, respondent no.1 offered possession on 02.01.2024 (**Annexure C/6**) to complainant but failed to show any Occupancy Certificate. Respondent no.1 denied to pay any interest for the delayed period and stated that possession would be handed over without any delayed interest. However, later on keys of Flat were handed over to complainant in March 2024. On inspection of the Flat, complainant found the door defective and made comments on possession handing over letter. Respondent no.1 assured



to remove the defect but did not do so. Sale deed of Flat has been executed on 10.05.2023. Copy of possession letter dated 05.03.2024, comments dated 19.03.2024 and emails are attached as **Annexure C/7 Colly**.

2.6 It is alleged that respondent no.1 failed to provide the promised amenities as mentioned in its brochure (**Annexure C/8**). Further, respondent no.1 is providing a small hall in the name of Club that too about 2-3 KMs away from project at Sector 126.

2.7 Hence, this complaint with the reliefs as noted in initial para of this order.

3. Upon notice, Shri Tushar Arora, Advocate appeared for respondent no.1 and submitted reply which is summarized below:-

3.1 It is alleged that complainant has miserably failed to release payments due for which respondent no.1 sent letters/demand notices/legal notices to her (**Annexure R-2 colly**).

3.2 It is submitted that date of offer of possession mentioned in agreement to sell was subject to fulfillment of terms and conditions including timely payments. However, she was irregular/delayed payments.

3.3 It is contended that this Authority has no jurisdiction to entertain the instant complaint as per agreement dated 22.02.2022 (**Annexure R-3**). Any dispute is to be settled amicably and failure to do so shall be settled through the Adjudicating Officer appointed under the Act.

3.4 Respondent no.1 referred to the note upon possession letter dated 05.03.2024 duly signed by complainant about the human habitation and agreed to abide by terms and conditions for the maintenance of complex as per separately



maintenance agreement. Sale deed was executed on 10.05.2023 (Annexure R-5).

On merits, it is submitted by respondent no.1 that

3.5 Booking of flat by complainant as well as payments deposited by her is a matter of record. But reiterated that complainant did not release payment on time.

4. It is noted that a reply dated 22.11.2024 on behalf of respondent no.2/SBI is available on record filed by Shri Sachin Sharma, Manager, State Bank of India, Home Loan Centre, Mohali. It is stated that upon her request, complainant was sanctioned a loan of Rs.33,50,000/-, in the year 2022; charge/mortgage was created for Flat No.706, 7<sup>th</sup> Floor, Block 01, SBP Homes Garderia, Mohali, to be paid in equated monthly installment of Rs.29,410/-. At present a sum of Rs.32,20,657/- is due and outstanding against complainant. Respondent no.2 also relied upon email dated 29.09.2024 sent by complainant to it stating that on the instructions of this Authority, she has impleaded SBI as respondent, but no relief has been sought against respondent no.2. Thereafter there was no representation on behalf of respondent no.2.

5. A rejoinder has been filed by complainant to the reply of respondent no.1. reiterating the contents of her complaint and controverted the contents of the reply of respondent no.1. It is submitted that complainant availed loan from respondent no.2 and the delay in payment by respondent no.2 was due to respondent no.1 itself due to documentation on their part. It is emphasized that defects in construction were mentioned in Annexure C-7 for its repair and there was no such oral admission was given by complainant that she will not claim any penal amount. It is the prayer of complainant that her complaint be allowed and respondent be directed to pay interest for the period of delay and repair/replace the defective doors and also to provide club and facilities as promised.



6. The undersigned heard the arguments of both counsels on the stipulated date.
7. Counsel for complainant argued that Flat No.706, 7<sup>th</sup> Floor, Block 01, SBP Homes Gardenia, Mohali, was allotted to complainant on 22.02.2022 for a basic sale price of Rs.41,93,948/- and complainant paid the full amount after availing loan from respondent no.2. It is further argued that as per Clause 7.1 of the Agreement to Sell dated 22.02.2022, possession of the flat was to be handed over to complainant on 31.12.2022. It is admitted that respondent offered possession on 02.01.2024 but when asked to show Occupancy Certificate, respondent no.1 failed to do so. Even complainant asked for payment of interest for the period of delay in handing over possession, but there was no response from respondent no.1 in this regard. It is further argued that keys of flat were handed over to complainant in March 2023 and possession of the flat was taken on 05.03.2024. Regarding the objection of delay in making payments by complainant, she reiterated in her rejoinder that she availed loan from respondent no.2 and delay was occurred due to completion of documentation formalities by respondent no.1 itself. Even complainant sent various reminders to respondent no.1 regarding delay in disbursement of loan amount and also to respondent no.2. Thus, there is no delay on the part of complainant in releasing payments. Complainant further stated that she has already filed complaint in Form 'N' (AdC No.0093 of 2024) before the learned Adjudicating Officer of this Authority, claiming compensation on account of unfair trade practice and deficiency in services on the part of respondent no.1 and violations of the Act of 2016 which is still pending there. It is the prayer of complainant that respondent no.1 be directed to pay interest for the period of delay from 01.01.2023 till the date 05.03.2024 and grant other reliefs as prayed for by her.

8. It is argued on behalf of respondent no.1 that the instant complaint is not maintainable. It is further argued that complainant defaulted in making payments on time. To support his arguments, respondent no.1 drew attention towards various letters/ demand letters/ legal notices (Annexure R-2 colly) issued to complainant enclosing therewith Annexure(s) showing the demands/outstandings to be paid by complainant. It is further argued that the matter was to be settled amicably by appointing the learned Adjudicating Officer, under the Act. However, instead of availing this opportunity, complainant has filed the instant complaint and prayed that the complaint be dismissed
9. The undersigned considered the rival contentions of both the parties and also perused the available record on file.
10. There are no disputes about allotment of flat, entering into agreement to sell on 22.02.2022, handing over possession on or before 31.12.2022; basic sale price of Rs.41,93,948/- and payment thereof by complainant; offering of possession on 02.01.2024 (but without Occupancy Certificate) and possession of flat taken by complainant on 05.03.2024.
11. Perusal of Clause 7.1 of Agreement to Sell dated 22.02.2022, would reveal that possession of Flat No.706, 7<sup>th</sup> Floor, Block 01, SBP Homes Gardenia, Mohali was to be delivered to complainant on or before 31.12.2022. Complainant herself admitted that possession of flat was offered on 02.01.2024 but without any copy of the Occupancy Certificate. Further, respondent no.1 failed to pay interest for the period of delay.
12. As per Page 21-Schedule-C – Payment Plan by the allottee-of Annexure C-2 an Agreement to Sell dated 12.02.2022, attached by complainant herself, complainant has paid Rs.32,72,400/- as on 31.12.2022. (A receipt dated 23.12.2022 issued by respondent attached as Annexure C-4 with the complaint shows the payment of



Rs.30,76,928/- about the balance amount of provisional allotment of Flat No.706, 7<sup>th</sup> Floor, Tower-1 in SBP Homes Gardenia).

13. Further, there is final demand dated 02.01.2023, sent by respondent no.1 to complainant is available on record demanding final installment of Rs.8,43,012/- attached by respondent no.1 with his reply at Page-43.

14. It is the consistent case of complainant that she had paid full amount of Rs.41,93,948/- to respondent no.1 and there is no rebuttal on behalf of respondent no.1 about this full amount of Rs.41,93,948/-. It is the only assertion of respondent no.1 in its reply that complainant failed to adhere to the terms and conditions of the deal and payments deposited by complainant are matter of record.

15. It is the admitted case of complainant that keys of said flat were handed over to her only in March 2023 and thereafter possession was taken by her on 05.03.2024. Complainant is seeking interest for the period of delay from 01.01.2023 (31.12.2022 was the actual date of possession as per agreement) till 05.03.2024 (the date when possession was taken by her).

16. As per mandate of Section 17(1) of the Act of 2016, the promoter shall execute a registered conveyance deed in favour of the allottee and hand over the physical possession of the plot, apartment of building, as the case may be.

17. From the above discussion, it is clear that possession of the Flat No.706, 7<sup>th</sup> Floor, Block 01, SBP Homes Gardenia, Mohali was to be handed over to complainant on or before 31.12.2022, which was actually handed over to complainant on 05.03.2024. As per the provisions of Section 18(1) of the Act of 2016, complainant is entitled for payment of interest for this period of delay. As such, it is held that complainant is entitled to payment of interest with effect from 01.01.2023 till 05.03.2024.

18. In the sequel of above, this complaint is allowed and respondent is directed

18.1 to pay interest on the amount paid upto 31.12.2022 w.e.f 01.01.2023 till 05.03.2024 at the rate of 10.85% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.85% plus two percent) prescribed in Rule 16 of the Rules of 2017.

18.2 to pay interest on the amount paid after 31.12.2022 till 05.03.2024 at the rate of 10.85% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.85% plus two percent) prescribed in Rule 16 of the Rules of 2017.

19. File be consigned to record room after due compliance.

  
(Binod Kumar Singh)  
Member, RERA, Punjab