



## 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.  | <b>Complaint No.</b>                                       | :- | GCNo0223/2024  |
| 2.  | <b>Name &amp; Address of the complainant (s)/ Allottee</b> | :- | Ms. Vandana Negi, Street No. 2, Lok Sewak Colony, Sirhind, Fatehgarh Sahib, Punjab – 140406.   |
| 3.  | <b>Name &amp; Address of the respondent (s)/ Promoter</b>  | :- | 1. M/s. Address Infrastructures Pvt. Ltd. through its Managing Director;<br>2. Sh. Ankit Sidana;<br>[Sector 17, PR-4, Near International Cricket Stadium, New Chandigarh, SAS Nagar (Mohali) - 160014] |
| 4.  | <b>Date of filing of complaint</b>                         | :- | 25.06.2024   |
| 5.  | <b>Name of the Project</b>                                 | :- | The Address  |
| 6.  | <b>RERA Registration No.</b>                               | :- | PBRERA-SAS80-PR0178  |
| 7.  | <b>Name of Counsel for the complainant, if any.</b>        | :- | Sh. Sanjay Singh, Husband of the complainant   |
| 8.  | <b>Name of Counsel for the respondent, if any.</b>         | :- | Ms. Divya Jyoti, Advocate for Sh. Mohd. Sartaj Khan, Advocate for respondents.   |
| 9.  | <b>Section and Rules under which order is passed</b>       | :- | Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. State RERD Rules, 2017.   |
| 10. | <b>Date of Order</b>                                       | :- | 14.08.2025   |

**Order u/s. 31 and Section 40(1) of Real Estate (Regulation & Development) Act, 2016 read with Rules 16, 24 and 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017.**

The present complaint dated 25.06.2024 was filed by Ms. Vandana Negi (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) relating to the project 'The Address' at Village Togan, New Chandigarh, District SAS Nagar (Mohali) against the respondent-promoter Address Infrastructures Pvt. Ltd.



2. The complainant states that the respondent promoter launched a real estate project titled "The Address" at New Chandigarh, Mohali, duly registered under RERA as PBRERA-SAS80-PR0178. In February 2023, the complainant booked Unit No. 903, Floor 9<sup>th</sup> in Tower GFlat No. G/903, and executed Agreement for Sale at a total cost of Rs.52,00,000/- (alongwith taxes as applicable). As per Clause 7.1 of the agreement for sale, the promised date of possession was December 2023. Despite the complainant's full



compliance with payment and contractual obligations, the respondent has failed to hand over possession, has avoided communication, and has falsely claimed a six-month extension from RERA, whereas no such extension has been granted between February 2023 and the present. The complainant submitted that this conduct constitutes a breach of agreement, misrepresentation, and a violation of Section 18(1) of the RERA Act, 2016, causing significant financial loss and mental distress. Accordingly, the complainant prays for directions to the respondent to deliver immediate possession of the said flat along with interest for the delay, and to grant any other relief deemed just and proper.

2. Upon service of the notice, the respondents filed its reply dated 19.08.2024 .

The main averments of respondents in the reply are as follows:-

- i. At the outset, it is submitted that, save and except for those averments specifically admitted herein, each and every allegation, contention, and assertion in the complaint is categorically denied as false, baseless, and a travesty of facts.
- ii. The respondent, **M/s Address Infrastructures Private Limited**, is a private limited company engaged in the development of residential and commercial projects, including the ongoing project "*The Address*" situated at Village Togan, Sub-Tehsil Majri, Tehsil Kharar, District SAS Nagar, New Chandigarh, duly registered with RERA under Registration No. PBRERA-SAS80-PR0178. The present reply is filed through its Managing Director, duly authorized by Board Resolution dated 20.09.2023.
- iii. The complaint is not maintainable and has been filed with mala fide intent to derive undue monetary benefit, amounting to an abuse of the process of law. The complainant has approached this Hon'ble Authority with unclean hands, having concealed, misrepresented, and manipulated material facts. The complaint is false, frivolous, misconceived, and vexatious, filed solely to harass and tarnish the reputation of the respondent.
- iv. The complainant applied for a residential unit in the respondent's project via application dated 09.02.2023 and was allotted Flat No. G/903, measuring 1150 sq. ft. super area / 633.50 sq. ft. carpet area, Category/Type 3-BHK, located on the 9th floor of Tower G. An allotment letter was issued on 09.02.2023 and an Agreement





for Sale was executed on 15.02.2023, fixing the basic sale price at ₹52,00,000, with the total sale consideration as per the schedules. Against this, the complainant has paid only ₹46,70,000 to date, as per the CRM department's statement of account.

v. Under **Article 33** of the Agreement for Sale, all disputes are to be first settled amicably through mutual discussion, failing which by arbitration. The complainant has violated this agreed dispute resolution mechanism by directly approaching RERA without initiating such steps. Further, the complainant has failed to implead **HDFC Bank**—a necessary party—as a tripartite agreement existed between the complainant, respondent, and HDFC Bank, under which ₹36,30,000 was disbursed directly by the bank to the respondent.

vi. The Agreement provides that in the event of delay in payment, the respondent is entitled to cancel the allotment and forfeit certain amounts. The complainant has repeatedly defaulted in timely payments in breach of the agreement. Despite this, the respondent, acting in good faith, refrained from cancellation. Under **Clause 7.3**, the possession period stands extended to the extent of the delay in payment, in addition to interest liability on delayed amounts. Under **Clause 9.3**, the respondent is entitled to terminate the allotment for continued default over three consecutive demands.

vii. As per **Section 19(6)** of the RERA Act, every allottee is obligated to make necessary payments within the stipulated period, failing which interest is payable at SBI MCLR plus 2% as prescribed under the Punjab RERA Rules. If any interest or compensation is found payable to the complainant, the same must be adjusted against the interest due from the complainant for delayed payments, in line with settled precedents.

viii. The complaint is thus a calculated attempt to malign the respondent, a reputed and RERA-registered developer with a proven track record of delivering quality projects in the Tricity region. Being devoid of merit, misconceived, and legally untenable, it deserves outright dismissal with exemplary costs.

3. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint.





4. 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 submissions of the parties i.e., complainant and respondents.

5. Before going into the facts of the case, the preliminary objections raised by respondent need to be addressed. Without going into details, it would be sufficient to mention that all these objections have 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. Keeping in view the detailed reasoning given in that order, all the preliminary objections raised in the reply by respondent is hereby dismissed.

6. During arguments, Sh. Sanjay Singh, Husband of the complainant argued that in February 2023, she entered into an Agreement for Sale with M/s Address Infrastructures Pvt. Ltd. for Flat No. G/903 in the project "*The Address*", with possession promised by December 2023, complete with amenities and Occupancy Certificate. The complainant has complied with all contractual obligations, including timely payments, and has never been in default. Despite this, possession was not delivered.

On the other hand, Learned counsel for the respondent denied all allegations, terming the complaint false, frivolous, and filed with mala fide intent. It was submitted that the complainant applied for the flat on 09.02.2023, was allotted the same, and executed an Agreement for Sale on 15.02.2023 for ₹52,00,000, of which only ₹46,70,000 has been paid to date. Several payments were allegedly delayed. Under Clauses 7.3 and 9.3, the possession timeline can be extended to reflect payment delays, and persistent default could lead to cancellation—though the respondent did not cancel the allotment. It was argued that Article 33 of the agreement mandates amicable settlement/arbitration before approaching RERA, which was not followed. The respondent also contended that HDFC Bank, party to a tripartite loan agreement, is a necessary party. Lastly, it was submitted that under Section 19(6) of RERA, the complainant owes interest for delayed payments, and any awarded amount should be adjusted accordingly.

7. I have considered all the record available in file, the Agreement for Sale fixes December 2023 as the possession date, subject to permissible extensions. The





respondent's allegations of delayed payments are unsupported by specific demand notices or clear linkage to construction milestones. The promoter's claim of *force majeure* due to the COVID-19 pandemic is not tenable, as the agreement was executed on 15.02.2023 - well after the expiry of the six-month relief period granted by this Authority beginning 15.03.2020.

8. The objection regarding the non-joinder of HDFC Bank, a party to the tripartite loan agreement, is also without merit, as the present complaint pertains solely to the promoter's failure to deliver possession and does not involve the financing terms. Moreover, the complainant is not withdrawing from the project. In light of the above, and in keeping with the objectives of RERA Punjab to ensure transparency, accountability, and the protection of homebuyers' interests, the complainants are entitled to the relief sought— possession of the apartment along with a valid occupancy certificate and interest on the amount paid from the due date of possession. The unilateral price escalation is also set aside. The complainant had paid an amount of Rs.47,16,700/- till 31<sup>st</sup> December, 2023 which is the promised date of possession. The promoter has not offered the possession till date of filing of complaint and the date of this order. The promoter has therefore committed breach of his promise by not delivering the possession on time and after receiving payment as per the "Agreement for Sale" Section 18 provides 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.*

As per the proviso to Clause (b) of sub-Section (1) of Section 18 of the RERA Act, 2016 read with Rule 16 of the Rules, 2017 made thereunder, the promoter should pay interest every month of delay till the handing over of the possession @ 11.10% (i.e. 9.10%





SBI's Highest MCLR Rate applicable as on 31.07.2025 + 2%) on the amount deposited by the allottee till the due date of possession i.e. 31.12.2023 and thereafter paid on further amounts also.

9. In view of the above, the complainant is entitled from **01.01.2024** (i.e. from the due date of possession to be offered) interest @ 11.10% (i.e. 9.10% SBI's Highest MCLR Rate applicable as on 31.07.2025 + 2%) till the possession is duly handed over, as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. Therefore, respondent no.1 is directed to hand over the possession to the complainant at the earliest alongwith interest for the delayed period. The complainant is also directed to pay the balance payment to the respondent no.1 at the time of valid offer of possession, if any. 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 upto 31.07.2025 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
01.01.2024	Rs.47,16,700	31.07.2025	11.10%	19 months	8,28,960/-

10. 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.

11. 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 31.07.2025 is calculated at an amount of Rs.8,28,960/- and the respondent is directed to make the payments within 90 days to the complainants and offer valid offer of possession. After, 01.08.2025 the promoter is liable to pay an amount of Rs.43,629/- 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.

12. The amount of Rs.8,28,960/- upto 31.07.2025 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.8,28,960/- determined as interest upon the delayed period upto 31.07.2025 and further a sum of Rs.43,629/- per month, to be payable as interest per month from 01.08.2025 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.**

13. The Secretary of this Authority is hereby directed to issue a **"Debt Recovery Certificate"** after 90 days for an amount of Rs.8,28,960/- as delayed interest upto 31.07.2025 and Rs.43,629/- payable per month as interest from 01.08.2025 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, Ms. Vandana Negi is held to be **Decree Holder** and the Respondent i.e. **M/s. Address Infrastructures Pvt. Ltd. as judgment debtor for the purposes of recovery under this order. Moreover, Sh. Ankit Sidana is dropped from the array of respondents, as nothing sustains against him in individual capacity.**




14. No other relief is made out.

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


Chandigarh  
Dated: 14.08.2025



  
(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. Vandana Negi, Street No. 2, Lok Sewak Colony, Sirhind, Fatehgarh Sahib, Punjab – 140406.
2. M/s. Address Infrastructures Pvt. Ltd. through its Managing Director;
3. Sh. Ankit Sidana;  
[Sector 17, PR-4, Near International Cricket Stadium, New Chandigarh, SAS Nagar (Mohali) - 160014]
4. The Secretary, RERA, Punjab.
5. Director (Legal), RERA, Punjab.
- ✓ 6. The Complaint File.
7. The Master File.

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