

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

Complaint No.0105 of 2025
Date of Institution : 05.03.2025
Date of Decision:23.06.2025

Simranpal Singh Birdi, House No.362, Air Force & Naval Officers Enclave,
Plot no. 11, Sector-7, Dwarka, Delhi, New Delhi, PIN Code 110075

....Complainant

Versus

M/S SRG DEVELOPERS & PROMOTERS, GHS No. 3, IT City, Sector-80
Alpha, Sahibzada Ajit Singh Nagar (Mohali), Punjab, PIN Code 160065

....Respondent

Present: Shri Savinder Singh Gill, and Shri Hoshier Chand, Advocates
for the complainant

Ms. Khushboo Arora, 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 05.03.2025 by complainant as an individual against respondent seeking possession of Unit no. F-2003 on Twentieth Floor in Tower-F, in the project "Marbella Grand" being developed by respondent at Sector-82 A, S.A.S. Nagar along with interest for the period of delay in handing over possession of the said Unit.

2. The complainant submitted the following facts in his complaint:-

- 2.1 Complainant was allotted Unit no.F-2003, Type 3+1 BHK, on Twentieth Floor in Tower-F along with one covered car parking on 26.11.2022 in the project "Marbella Grand" being developed by respondent at Sector-82 A, S.A.S. Nagar, Mohali, for a total sale price of Rs.1,98,50,500/- which has been paid by the complainant to respondent.
- 2.2 Agreement for Sale was entered into between complainant and respondent on 26.11.2022.
- 2.3 Complainant has also taken loan from Bank of Baroda for purchasing the said Unit.
- 2.4 It is contended that as per Clause 7.1 of Agreement for Sale, possession of the said unit was to be handed over to complainant on 30.11.2023. However, the same was offered by respondent on 04.01.2025 without any compensation for delay in offering possession. It is further submitted that after offer of possession, complainant paid the balance amount under protest as raised in possession letter and sent an e-mail raising the issue of delay compensation but there was no response by respondent.
- 2.5 Complainant wishes to remain in the project and take possession of the allotted Unit along with payment of interest.
- 2.6 It is the prayer of complainant to direct respondent to handover possession of Unit no. F-2003 on Twentieth Floor in Tower-F along with one covered car parking complete in all respects along with interest for the period of delay in handing over possession with effect from 30.11.2023 till the

actual date of handing over of valid possession of the said Unit.

3. Upon notice, Ms. Khushboo Arora, Advocate appeared for respondent on 24.04.2025; filed Power of Attorney and sought time to file reply. On her request the matter was adjourned to 12.06.2025 for filing of reply. However, on 12.06.2025 proxy counsel appearing for Ms. Khushboo Arora, Advocate for respondent sought short adjournment as she was not well and the matter was adjourned to 17.06.2025 for further proceedings.
4. On this date i.e on 17.06.2025, Ms. Khushboo Arora, Advocate for the respondent stated that since they have obtained Partial Completion Certificate vide Memo No.GMADA/C/A/2025/234 dated 03.01.2025 and Occupancy Certificate on 10.01.2025 both for the Towers No.F, G and H in the project "Marbella Grand", from Greater Mohali Area Development Authority, Mohali (GMADA), therefore no reply is to be filed by the respondent. She has placed on record a true copy of Partial Completion dated 03.01.2025 and Occupancy Certificate dated 10.01.2025 on record.
5. Perusal of the Allotment Letter dated 26.11.2022 revealed that complainant was allotted Unit No.F-2003, Floor No.12, Tower No.F in the project called "Marbella Grand" situated at Sector 82, Alpha, Mohali. Learned Counsel for complainant has also annexed as Annexure C-4 a copy of offer of possession along with possession demand dated 04.01.2025 wherein it is also mentioned by respondent that they have been granted Completion Certificate dated 03.01.2025.
6. In view of above facts, both the counsels for the parties addressed their arguments.

7. Learned Counsel for complainant argued that complainant has been allotted Unit no.F-2003, Type 3+1 BHK, on Twentieth Floor in Tower-F along with one covered car parking on 26.11.2022 for a total sale price of Rs.1,98,50,500/- which was paid in total. An Agreement to Sale was entered into between parties on 26.11.2022. As per Clause 7.1 of Agreement for Sale, possession was to be handed over to complainant on 30.11.2023 but was only offered on 04.01.2025 without any copy of completion/occupancy certificate. Complainant admitted that only Memo No. and date has been incorporated in the offer of possession granted by GMADA. It is prayed that since respondent has received Partial Completion/Occupancy Certificate, it be directed to handover valid possession of Unit along with one covered car parking with interest for the period of delay in handing over possession with effect from 30.11.2023 till actual date of handing over of possession of the said Unit.

8. On the other hand, it is argued by learned Counsel for respondent that she has placed on record a copy of the Partial Completion and Occupancy Certificate dated 03.01.2025 and 10.01.2025 respectively on record and respondent is ready to hand over valid possession on payment of balance amount, if any.

9. In rebuttal to the arguments of learned Counsel for respondent, learned Counsel for complainant stated that they have already paid Rs.1,98,50,500/- to respondent as per possession demand dated 04.01.2025 and now nothing is due towards the complainant.

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

11. Perusal of agreement for sale revealed that as per its Clause 7.1 possession of the Unit was to be handed over to complainant on or before 30.11.2023. It is a matter of record that respondent had issued


offer of possession along with possession demand dated 04.01.2025 but without any completion/occupancy certificate. However, during the course of the proceedings held on 17.06.2025, learned Counsel for respondent has placed on record a true copy of the Partial Completion and Occupancy Certificate dated 03.01.2025 and 10.01.2025 respectively on record issued by GMADA and further stated that respondent is ready to hand over valid possession to complainant.

11. In view of above sequence of facts this complaint is allowed and respondent is directed :

11.1 To pay interest under Section 18(1) of the Act of 2016 at the rate of 11.10% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 9.10% plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by the complainant w.e.f 30.11.2023 (as per clause 7.1 of the agreement for sale dated 26.11.2022) till 10.01.2025 the date of issue of occupancy certificate by GMADA. Since the complainant had already paid full and final payment of the Unit in question to respondent, the arrear of interest would be paid to complainant by respondent within the statutory time i.e ninety days stipulated under Rule 17 of the Rules 2017 from the date of receipt of this order and also to submit the compliance report.

11.2 Complainant is also directed to immediately take possession of Unit no.F-2003, Type 3+1 BHK, on Twentieth Floor in Tower-F along with one covered car parking in the project "Marbella Grand" situated at Sector-82 A, S.A.S. Nagar, Mohali,

12. It may be noteworthy that in case compliance report is not submitted by 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.
13. The complainant is also directed to submit report to this Authority that he has received the amount of interest as directed in this order.
14. File be consigned to the record room after due compliance.



(Binod Kumar Singh)
Member, RERA, Punjab