

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

Complaint GC No.0159 of 2023  
Date of Institution :13.05.2023  
Date of Decision: .30.03.2026

ARCHANA SINGHAL, PLOT NO 41 INDUSTRIAL AREA, PHASE 1,  
Chandigarh-160002

....Complainants

Versus

M/s Altus Space Builders Pvt. Ltd. SCO No.22, Ist Floor, Phase-10,  
Mohali, Punjab-160062

....Respondent

Present: Ms Manisa Maggu, Advocate for complainant  
Shri N. P. Chandel, Advocate and Balwinder Singh Hundal,  
Advocate for 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 13.05.2023 by the complainant in her individual capacity against the respondent seeking following reliefs:

1.1 To offer possession of the allotted plot at the earliest, as it is already delayed from more than 7 years.

1.2 To pay interest as per provisions of RERA Act/Punjab RERA Rules 2017/2020 for delay in offering possession to the complainant of the plot.

2. Brief facts of the complaint as submitted by complainant are summarized below: -

2.1 The complainant had submitted a proposal form for purchase of plot measuring 250 square yards by making a payment of Rs.5,00,000/- vide cheque No.376143 on dated 28.08.2010 in the Residential Project ("Muirwoods Ecocity") promoted by M/s Altus Space builders Pvt Ltd. A copy of the proposal form is attached as Annexure C/I.

2.2 The respondent issued a letter on dated 7.12.2013 to the complainant intimating approval of layout plan of their project by the competent authority (Annexure C/II). The letter also stated that the respondent shall be paying first instalment of EDC charges of State Government and that the respondent shall be taking up construction activities for the internal development of the project site.

2.3 The complainant made payment of Rs.10,00,000/- against which receipt No.1653 was issued by the respondent. Further the complainant made payment of Rs.2,50,000/- against which receipt No. 1654 was issued by the respondent.

2.4 The respondent entered into an agreement with the complainant on 14.07.2014 containing detailed terms and conditions including total sale consideration, payment plan and payment already received by the respondent. As per the agreement to sell the total consideration payable for the plot is Rs. 30,33,025/-. As per Clause 5.1 of the said agreement the possession of the plot was to be offered by the respondent within 24 months from the date of signing of the agreement i.e. by 14.07.2016 (Annexure C/III). Till date, no possession has been offered by the respondent.

2.5 The respondent issued a letter on dated 28.01.2015, confirming the grant of environmental clearance and start of the development work of the Mega Residential Project (Annexure C/IV). The complainant made further payment of Rs.2,00,000/- on 23.03.2016 vide receipt No. 2924 and Rs.7,94,364/- vide cheque No.719111 on 20.05.2016 (Annexure C/V).

2.6 The complainant made final payments of the plot towards EDC, other charges and balance payment etc. vide cheque No.719132 for Rs.6,72,136/, vide cheque No.719133 for Rs.88,500/- and vide cheque No.719134 for Rs.28,025/- on dated 08.04.2019. The receipt of these payments and total payment made by the complainant of Rs.30,33,025/- has been confirmed in the statement of the account issued by the respondent for the period of 1.04.2019 to 31.03.2020. Payment details are attached as Annexure C/VI.

2.7 Respondent has been registered their project namely "Muirwoods Ecocity" with RERA vide Memo No. RERA/2017/1365 bearing registration No. PBRERA-SAS80-PR0213 dated 22.11.2017.

3. Notice of this complaint was issued to respondent. Shri N.P. Chandel and Sh Balwinder Singh Hundal, Advocate appeared on behalf of respondent. Thereafter, reply dated 20.03.2025 was submitted by respondent raising preliminary objection that complaint before this Authority, besides being misconceived and erroneous, is not tenable in the eyes of law. The reply is summarized below: -

3.1 The project of the respondent is a Residential Housing Project duly approved by the Government, regarding which CLU was approved on 10.09.12 for 127.58 acre of land. Prior to that CLU for 229.77 Acre of land was granted on dated 17.11.2011, CLU for 26.41 acre was granted

on 14.05.12 and CLU for 23.75 acre was granted on 25.06.13 to the company for the first phase of its project. The Layout Plan was approved on 08.05.14 and subsequently, the layout plan submitted on 07.02.15 was cleared by Chief Town Planner, Punjab on 31.03.15. The copies of CLUs dated 17.11.11, 14.05.12, 25.06.13 and 10.09.12 and of Layout Plan approved on 08.05.14 and letter dated 20.07.15 regarding approval of another Layout Plan are annexed as Annexure R-1, Annexure R-2, Annexure R-3, Annexure R-4, Annexure R-5 and Annexure R-6 respectively.

3.2 Respondent further stated that the complainant did not want to pay the balance amount as mentioned in table 2 in clause 1.4 of the plot Buyers Agreement. As per clause 5.1 of the agreement, time frame of handing over the possession i.e. within twenty-four months or with an extended period of six months from the date of signing of the Buyer's Agreement, subject to timely payments by plot buyers. Therefore, possession of the plot in question became due on completion of terms and conditions of the Plot Buyer's Agreement and payment of balance amount by the respondent.

3.3 Further, as per clause 5.3(c), if for any reason the developer is not in a position to offer the plot, the developer may offer the purchaser an alternative property or refund the amount in full with interest @ 9% per annum without any further liability to pay damages or any other compensation.

3.4 The respondent company and its joint venture partner had filed a Civil Writ Petition 22109 of 2020 with prayer for issuance of directions to the state authorities to acquire land to provide connectivity to the project and

to provide all External Development Works including V R-5 Road despite of the fact that amount of Rs. 115 Crore has already been deposited with GMADA.

3.5 The Clause 5.1 (b) of the said Plot Buyer's Agreement contains '*Force Majeure*' conditions, which provides that the Developer shall not be held responsible for delays including delay due to sanction of layout /zoning plans /grant of completion /occupation Certificate by the Competent Authority or due to delay in provision of peripheral services/ Sector grid roads/ Master Plan roads and allied services by the State Govt./ concerned authority. It further includes circumstances beyond the control of the Developer. In this context it is relevant that there is delay in sanction of layout zoning plans, approval of Detailed Project Report (DPR), service plans of roads, water supply, sewerage, storm water, drainage system etc. as well delay in provision of peripheral services/ Sector grid roads/ Master Plan roads and allied services by the State Govt./concerned Authorities as is also stated in the above mentioned civil writ petition filed before the Hon'ble High Court.

3.6 Respondent further stated that inspite of the said delay on the part of the Government authorities, the respondent has completed development of the project in the area where the plot of the complainant is situated and all basic amenities are available and construction of houses is going on. The offer of possession was sent to the complainant on 18.02.2017 (Annexure R-12). However, the complainant never came forward to take possession of the plot.

3.7 As per clause 5.1(c) of the plot buyer's agreement the respondent is liable to pay charges @Rs.5/- per Sq Yard per month of the Area of the Plot for the period of delay in offering the possession of the said plot beyond the period indicated in clauses 5.1(a).

4. The complainant filed her rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint. The counsel of the complainant has stated that record of the respondent shows that a sum of Rs.30,33,025/- has been paid by the complainant. The complainant further submitted that he is not connected with the deposit of development charges to the GMADA or payment of compensation to which the complainant has no connection. The complainant further asserted that after getting the money by the way of price of the plot the respondent having to develop and hand over legal and vacant possession of the plot, have clearly violated a provision of the Act. The principal of force majeure is inapplicable to the facts of the present case and rather it is intentional act and conduct of the respondent. Further there is no clause in the agreement between the parties of providing alternative site. The complainant also stated they offer of possession dated 18.02.2017 is a false and fabricated document and rather contravenes the very own stand of the respondent who at one point of time admits their inability to complete the project and on the other hand are trying to raise plea that they have offered possession to the complainant. Even offer of possession vide letter dated 18.02.20217 in not legal possession as the respondent has not obtained any completion certificate at the time of offer of possession.

5. The 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 written & oral submissions of the parties i.e., complainants and respondent.

5.1 The complainant and respondent both are agreed that the complainant has purchase of plot measuring 250 square yards for total consideration of Rs.30,33,025/-. As per agreement dated 14.07.2014, due date of possession was 14.01.2017 i.e. within 24 months from the

date of signing of the agreement or with an extended period of six months from the date of signing of the Buyer's Agreement. Till date, payment of Rs.30,33,025/- has been paid by the complainant. No possession of the plot has been handed over to the complainant till date. Further, there is no completion certificate with the respondent as on date. The plea of the Respondent that it had applied for acquisition of part of project (VR5Road) but the same was delayed by Competent Authority tantamount to 'force Majeure' and should not be treated as delay caused by Respondent is not tenable. The delay of sanction/acquisition of part of project does not come under the definition of force majeure which has been elaborated in RERD Act in reference to extension of registration of project in proviso to Section 6 of RERD Act. Further such delay does not absolve the Respondent from the delay caused in getting the project completed on stipulated time.

6. From the above discussion, it is evidently clear that there is a delay of several months on the part of the respondent in handing over possession of the flat to the complainant. Thus, the complainant is entitled for interest, as prescribed in Section 18(1) of the Act of 2016, for the period of the delay in handing over possession of the flat in question.

Section 18(1) of the Act of 2016 is reproduced 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) .....*

***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 (emphasis supplied).***

(2) ....  
(3) ...."

6.1 As a result of the above discussion, this complaint is accordingly partly accepted. The undersigned is of the considered view that complainants are entitled for the receipt of interest from the respondent for the period of delay in handing over possession.

7. As a net result of the above discussion, this complaint is accordingly allowed and respondents are directed to:

7.1 To issue Offer of Possession letter in writing to the complainant within the time stipulated as per term and condition mentioned in column 40(a) of the 'allotment letter' dated 14.01.2017 after receiving the completion certificate from the competent authority.

7.2. To pay interest under Section 18(1) of the Act of 2016 at the rate of 10.80% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.80% plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by the complainant till due date of possession i.e.14.01.2017, from the due date of possession i.e.14.01.2017 till date of order and thereafter from respective dates of payments made after 14.01.2017 to date of this order, within 90 days as stipulated in Rule 17 of Rules of 2017.


7.3 Respondent is further directed to pay interest under Section 18(1) of the Act of 2016 at the rate of 10.80% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.80% plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by complainant till date of order from date of order to the date of delivery of legal valid possession of the plot of 250 Sq Yards, Muirwoods

Ecocity, Sector-4C, New Chandigarh, Punjab and submit the compliance report.

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

9. The complainant is also directed to submit report to this Authority that they have received the interest amount as per directions issued in this order.

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

  
30/3/28  
(Binod Kumar Singh)  
Member, RERA, Punjab