



Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018
Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

Before the Bench of Sh. Rakesh Kumar Goyal, Chairman.

1. Complaint No.	GC No. 0298/2024
2. Name & Address of the complainant (s)/ Allottee	1. Sh. Vineet Bhardwaj 2. Ms. Anu Sharma Both at flat no. 8, GHS 37, Sector 20, Panchkula, Haryana - 134117
3. Name & Address of the respondent (s)/ Promoter	M/s. Sushma Buildtech Ltd., Elante Mall, Unit B-107, Business Complex, 1 st Floor, Industrial Area, Phase-1, Chandigarh - 160002
4. Date of filing of complaint	29.08.2024
5. Name of the Project	Sushma Crescent, Phase-II, Dhakoli, Zirakpur
6. RERA Registration No.	PBRERA-SAS79-PR0084
7. Name of Counsel for the complainant, if any.	Sh. Sanjeev Gupta, Advocate for the complainants.
8. Name of Counsel for the respondents, if any.	Sh. Vishal Singhal, Counsel for the respondents.
9. Section and Rules under which order is passed	Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. State RERD Rules, 2017.
10. Date of Order	16.02.2026

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

The present complaint dated 29.08.2024 has been filed by Sh. Vineet Bhardwaj & Sh. Anu Sharma (hereinafter referred as the complainants for the sake of convenience and brevity) under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as the RERD Act, 2016) read with Rule 36 of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as the Rules) before the Real Estate Regulatory Authority, Punjab (hereinafter referred as the Authority) **seeking directions of valid physical possession alongwith interest for the delayed period.** The complaint pertains to a RERA registered project namely Sushma Crescent, Phase-II, Dhakoli, Zirakpur, District SAS Nagar (Mohali) being developed and promoted by M/s Sushma Buildtech Ltd. (hereinafter referred as the respondent for the sake of convenience and brevity).



2. The brief gist of the complaint, as alleged by the complainants is that they booked a residential unit in the project "Sushma Crescent" being developed and promoted by the respondent by paying an amount of Rs. 6,00,000/- as booking amount. Pursuant thereto, an allotment letter dated 28.04.2021 was issued in their favour allotting Unit No. O-202, 3BHK, situated on the 2nd Floor, Tower 'O' with one car parking space. On the same date, an Agreement for Sale dated 28.04.2021 was executed between the parties, wherein the total consideration of the unit was fixed at Rs. 63,56,150/- plus applicable taxes. For ready reference, schedule of payments as agreed inter-parties are attached hereunder:-

UNIT SCHEDULE 'C'- PAYMENT PLAN BY THE ALLOTTEE

Project		SUSHMA CRESCENT
Customer Code		SC-0909
Customer Name		Mr. Vineet Bhardwal & Mrs. Anu Sharma
Payment Plan Name		Construction Linked Payment Plan N
Type		3BHK(1705)
Carpet Area		1062.000 Sq.ft
Unit No.		O202
Basic Price		60,00,000
Preferential Location Charges		1,25,000
F P C for 2nd Floor		1,00,000
CLUB MEMBERSHIP		40,000
Power Backup		40,000
IFMS		51,150
Total:		63,56,150

***GST as applicable shall be borne by allottee.

S.No.	Installment Name	BSP	PLC	Other Charges	IFMS	Amount	CGST	SGST	Total Amount
1	Booking Amount	6,00,000	0	0	0	6,00,000	36,001	36,001	6,72,002
2	Within 45 days from date of application	6,00,000	0	0	0	6,00,000	36,000	36,000	6,72,000
3	On start of Foundation	9,00,000	0	0	0	9,00,000	54,000	54,000	10,08,000
4	On start of Ground Floor roof slab	4,50,000	0	0	0	4,50,000	27,001	27,001	5,04,002
5	On start of 2nd Floor roof slab	4,50,000	0	0	0	4,50,000	27,000	27,000	5,04,000
6	On start of 4th Floor roof slab	4,50,000	0	0	0	4,50,000	27,000	27,000	5,04,000
7	On start of 6th Floor roof slab	4,50,000	0	0	0	4,50,000	27,000	27,000	5,04,000
8	On start of 8th Floor roof slab	4,50,000	0	0	0	4,50,000	27,000	27,000	5,04,000
9	On start of brick work	4,50,000	0	0	0	4,50,000	27,000	27,000	5,04,000
10	On start of Internal Plaster	3,00,000	0	0	0	3,00,000	18,000	18,000	3,36,000
11	On Start of Tiling	3,00,000	0	0	0	3,00,000	18,000	18,000	3,36,000
12	On Start of Finishing work	3,00,000	0	0	0	3,00,000	18,000	18,000	3,36,000
13	On offer of possession	3,00,000	2,25,000	80,000	51,150	6,56,150	45,450	45,450	7,47,050
Total:		60,00,000	2,25,000	80,000	51,150	63,56,150	3,87,452	3,87,452	71,31,054

***NOTE: The due amount payable as on date and subsequent installments falling on their due dates should be paid by Cheque / Demand Draft, drawn in favor of "SUSHMA BUILDTech LIMITED", payable at Chandigarh.

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2.1. As per Clause 7.1 of the Agreement for Sale, the possession of the unit was to be delivered on or before 28.10.2023. The complainants have further averred that they have paid a total sum of Rs.57,65,903/- towards the sale consideration without any delay or default, and that the balance amount was payable at the time of offer of possession. It has been alleged that despite charging GST at the rate of 12%, the respondent failed to grant the benefit of reduced GST or input tax credit, thereby entitling the complainants to refund of excess amount along with interest.

2.2 It has been further pleaded that the complainants regularly followed up with the respondent and also visited the project site on multiple occasions, where they observed that only the basic structure of the building existed and that no substantial progress had been made. According to the complainants, the respondent kept giving false assurances regarding possession, while in reality there was no possibility of completion in the near future. It has been asserted that due to the delay in possession beyond the committed date, the complainants were compelled to live in rented accommodation after selling their previous house in anticipation of timely possession. On account of prolonged delay and lack of confidence in the respondent's intent and capacity to complete the project, the complainants approached this Authority seeking possession along with statutory interest for delayed period. For ready ready reference, relief of the complainant sought is reproduced hereunder:-

“Prayer: Therefore, in view of submissions made above, the complainants are humbly praying for the following relief from this Hon'ble Authority.

- 1. To Direct the respondent to deliver legal and valid physical possession of the allotted unit to the complainants at the earliest alongwith Occupancy certificate/Completion certificate issued by the Competent Authority.*
- 2. To direct the respondent to pay interest for the delayed possession i.e from 28.10.2023 till the date of actual delivery of possession as per provisions of the Act/Punjab RERA Rules, 2017/2020.*



3. *To refund the excess amount received by the respondent from the complainants on account of GST along with interest.*
4. *To initiate action against the respondent for violation of the provisions of Section 11 of the Act; and*
5. *Any other relief to which the complainants are entitled may also be granted in the interest of justice.”*

3. In response, the respondent has filed a detailed reply raising preliminary objections and denying the allegations made by the complainants. It has been contended that the complainants have misinterpreted the provisions of the Agreement for Sale and the RERA Act, and that no deficiency or violation can be attributed to the respondent.

3.1 The respondent has heavily relied upon the *Force Majeure* clause contained in the Agreement for Sale and has pleaded that the delay in completion of the project was caused due to unprecedented circumstances arising from the COVID-19 pandemic, which was officially declared as a *Force Majeure* event by the Government of India. It has been submitted that nationwide lockdowns, labour shortages, disruption in supply chains, and restrictions on construction activities severely impacted the progress of the project. The respondent has placed reliance on advisories issued by the Ministry of Housing and Urban Affairs, extensions granted by Punjab RERA, and various judicial precedents recognizing COVID-19 as a valid *Force Majeure* event justifying extension of possession timelines.

3.2 The respondent has further pleaded that the complainants themselves contributed to the delay by not making payments strictly as per the payment schedule and that such delayed payments adversely impacted the construction timeline. It has also been contended that the GST was levied strictly in accordance with the applicable statutory provisions and that the benefit of input tax credit has already been passed on to the complainants, as reflected in the statement of accounts. The respondent has denied any



entitlement of the complainants to refund of GST or payment of interest for delay.

3.3 The respondent has also challenged the maintainability of the complaint and has prayed for its dismissal with costs, alleging that the complaint is frivolous, vexatious, and an abuse of the process of law.

4. From the pleadings and documents placed on record, certain facts emerge as undisputed. It is not in dispute that the complainants booked the unit in question and that the allotment letter and Agreement for Sale were executed on 28.04.2021. It is also undisputed that as per the Agreement for Sale, the committed date of possession was 28.10.2023. The registration of the project with Punjab RERA is also not disputed. The receipt of substantial payments of Rs. 57,65,903/- by the respondent from the complainants is admitted, though the respondent disputes the timeliness of such payments.

5. The complainants have argued that once the committed date of possession has elapsed and possession has not been offered, the promoter becomes liable under Section 18 of the Act to pay interest for every month of delay till handing over of possession. It has been argued that *Force Majeure* cannot be used as a blanket defence, particularly when construction activity continued after the pandemic period and the respondent failed to demonstrate project-specific impediments. The complainants have also argued that statutory obligations under Section 11 of the Act are mandatory and non-compliance thereof amounts to violation of the Act.

6. Per contra, the respondent has argued that the period affected by COVID-19 must be excluded while computing the delay and that Punjab RERA has itself granted extensions to registered projects. It has been contended that once the Force Majeure period is excluded, there is no actionable delay attributable to the respondent. The respondent has further argued that interest cannot be claimed as a matter of right when the delay is caused by circumstances beyond the promoter's control.



7. During the course of arguments, a specific query was put to the learned counsel for the respondent as to whether possession of the unit had been handed over to the complainant. The learned counsel replied in the negative. It is, therefore, established on record that possession has not been handed over to the complainant till date.

8. This Authority has considered the submissions of both sides and examined the record. It is accepted that COVID-19 was a *Force Majeure* event during the year 2020. However, the present case stands on a different footing. The Agreement for Sale was executed on 28.04.2021, when construction activities had already resumed and government relaxations were in place. The respondent, being a professional promoter, entered into the Agreement with full knowledge of the prevailing situation and after availing all COVID-related extensions and relaxations. Once an Agreement for Sale is executed after such relaxations, the promoter cannot rely on COVID-19 as a reason for delay unless specific project-related difficulties arising after execution of the Agreement are shown. As no such material has been placed on record, the plea of Force Majeure on account of COVID-19 is not acceptable.

9. With respect to GST, the levy of tax is governed by statutory provisions and the Authority has limited jurisdiction in tax matters. However, the promoter is under an obligation to pass on the benefit of input tax credit to the allottee, if applicable.

10. The respondent is further directed to ensure compliance with the provisions of Section 11 of the RERD Act, 2016 regarding updating of project information. **Accordingly, Registry of this Authority is also directed to send a copy of this order to the Secretary for taking necessary action as ordered above and putting up the same separately before the same bench where proceedings are going on or otherwise before this Bench, to avoid multiplicity.**



13. The Authority is of the considered view that denial of interest in a case of admitted delay would defeat the very object and spirit of the Act, which seeks to ensure accountability of promoters and timely delivery of real estate projects. The complainant, having been deprived of timely possession of the residential unit despite having complied with the payment obligations, is clearly entitled to be awarded in the manner prescribed under the RERD Act, 2016.

14. Accordingly, the complaint is **Party Allowed**. The respondents are directed to obtain the Occupation Certificate from the competent authority and thereafter hand over lawful possession of the allotted apartment to the complainant. The respondents are further directed to pay interest to the complainant on the amount deposited by her for the period of delay, calculated from 01.11.2023 till the date of valid offer of possession after obtaining Occupation Certificate @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 15.12.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. The period for payment of interest will be considered from the next month in which payment was effected by the allottee to the previous month of the date in which payment has been effected by the promoter. Therefore, the calculation is calculated as follows:-

Interest payable from	Principal Amount paid	Interest calculated till	Delay in months	Interest payable
01.11.2023	Rs. 57,65,903/-	31.01.2026	27 Months	14,01,111/-

15. 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.

16. In exercise of the powers conferred under **Section 37 of the Real Estate (Regulation and Development) Act, 2016**, the Respondent–Promoter is hereby directed to issue a **Letter of Offer for Possession** to the complainant(s) within a period of **seven (7) days** from the date of receipt of the **Occupation Certificate and/or Completion Certificate, or**



simultaneously with the issuance of such offer to any other allottee of the same project, whichever event occurs earlier. The promoter shall act in a **fair, transparent, and lawful manner** while issuing the offer of possession. It is further directed that if any amount is payable by the promoter to the complainant(s) at the time of handing over possession, the same shall be **adjusted against the amount of Rs.14,01,111/- upto 31.01.2026 together with interest accrued @ Rs.51,893/- per month from 01.02.2026 till the date of issuance of the offer of possession**, as awarded by this Authority. After such adjustment, if any balance amount remains payable, the allottee shall be liable to pay the same strictly in accordance with the terms and conditions of the **Agreement for Sale dated 28.04.2021**. It is hereby held that any dues payable by the allottee under the Agreement for Sale dated 28.04.2021 and the amount awarded under this order are on the **same contractual and statutory footing** and are liable to be **mutually adjusted**, and only the net balance shall be payable by the respective party. The entitlement to interest is further fortified by the provisions of **Section 18 of the Act of 2016**. It is clarified that although the amount of Rs.14,01,111/- along with interest is recoverable as **arrears of land revenue under Section 40(1) of the Act of 2016 read with the Punjab Land Revenue Act, 1887**, however, if the said amount is not recovered or paid by the promoter at the time of handing over possession, the same shall mandatorily be **set off against any balance amount payable by the allottee**, including at the stage of possession, execution of conveyance deed, or otherwise. It is further ordered that **till the entire awarded amount along with accrued interest is fully paid or adjusted**, the allottee shall **not be liable to pay maintenance charges to the promoter**. However, this exemption shall **not apply** in cases where maintenance services are handed over to a **Residents Welfare Association (RWA)** or any third-party agency other than the promoter, in which event no adjustment shall be claimed against such entity.



17. Proviso to Clause 7.6 of the "Agreement for Sale" provides that the promoter is liable to pay the interest to the allottee at the rate specified in

the Rules for every month of delay, till the handing over of the possession of the Said Unit. Similarly, clause 1.4 read with Schedule 'C' binds the allottees to make the payment as per the Payment Plan and any money due is being demanded in view of Clause 1.4 of Agreement for Sale read with Schedule 'C'. Therefore, payment by allottee and entitlement for interest on late possession are part of the same documents and are required to be acted upon simultaneously. Section 40(1) of the Real Estate (Regulation and Development) Act, 2016 is only an additional advantage giving to the allottee in case no payment is due towards allottee from the promoter. It is in the natural justice that both the amounts (payment of interest to allottee and balance payment to promoter by allottee) are required to be set off against each other in the first go. Clause 7.6 of the "Agreement for Sale" is reproduced hereinafter as follows:-

7.6 Compensation- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment / unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for (iii) any other reason; the Promoter 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 total amount received by him in respect of the Apartment / unit, with interest at the rate specified in the Rules within ninety days including compensation in the manner as provided under the Act.

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall

Signature
Developer

Signature
Applicant(s)

Anu Shasna

pay to the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit/Apartment / unit.

18. 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 31.01.2026 is calculated at an amount of Rs.14,01,111/- and the respondent is directed to make the payments within 90 days to the complainants and offer valid offer of possession. After, 01.02.2026 the respondent -promoter is liable to pay an amount of Rs.51,893/- per month as interest till the valid & due possession is handed over to the complainants. Further, if any amount is due towards the complainants at the time of offer of possession, then the said payment will be adjusted towards the amount payable to the allottees-cum-complainants by promoter, it will be adjusted by the promoter as payment received from the allottee payable by the promoter at the time of offer of possession.

19. The amount of Rs.14,01,111/- upto 31.01.2026 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.14,01,111/- determined as interest upon the delayed period upto 31.01.2026 and further a sum of Rs.51,893/- per month, to be payable as interest per month from 01.02.2026 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.** Any payment to any of the complainants will be considered as payment towards both the complainants and in satisfaction of the decree amount mentioned in this order. The recovery certificate to be issued should specifically mention this direction for the Land Revenue Recovery Authorities.

20. The promoter at the time of offering due possession will adjust the amount payable by it, if any, as per this order towards the charges payable as per **“Agreement for Sale”** by the allottee. It is further clarified that the promoter will



ask for amount payable by allottee at the time of giving/offer possession only after paying and/or adjusting the whole amount of Rs.14,01,111/- (upto 31.01.2026) and further accrued interest @ Rs.51,893/- per month w.e.f. 01.02.2026 as determined in this order and payable by the promoter. The Decree Holder and Judgment Debtor will inform regarding adjustments, if any, due of the sum designated as "Land Revenue" with the amount recoverable from allottee at the time of possession and any other *inter-se* financial transaction relating to this order to the Secretary, RERA, Punjab and the prescribed Revenue Authorities, to whom, the Recovery Certificate under the Punjab Land Revenue Act, 1887 has been sent for recovery of Rs.14,01,111/- (upto 31.01.2026) and interest of Rs.51,893/- per month from 01.02.2026.

21. The Secretary of this Authority is hereby directed to issue a **"Recovery Certificate"** after 90 days for an amount of Rs.14,01,111/- as delayed interest upto 31.01.2026 and Rs.51,893/- payable per month as interest from 01.02.2026 onwards; till due possession is handed over. He will send the 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"**. **A copy of this "Recovery Certificate" should be sent to both to the complainant and respondents by email and speed post for necessary action at their end and record purposes.** 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, Sh.Vineet Bhardwaj and Mrs. Anu Sharma are held to be Decree Holders and the Respondent i.e. M/s. Sushma Buidtech Pvt. Ltd. as judgment debtor for the purposes of recovery under this order.** Any amount paid by the judgment debtor to any of the joint decree holder(s) will be duly considered as payment towards the amount payable determined under this order passed u/s 31 of the RERD Act, 2016. Further, the shares of the amount recoverable is joint and not any particular share to anyone of the complainant. Therefore, the



promoter/judgment debtor is at liberty to pay anyone of both of the complainants in any ratio or the whole payment to anyone of them as per its discretion.

22. No other relief is made out.

23. A copy of this order and 'Recovery Certificate' be supplied to both the parties under Rules and file be consigned to record room.

Chandigarh
Dated: 16.02.2026




(Rakesh Kumar Goyal),
Chairman,
RERA, Punjab.

Endst. No./CP/RERA/PB/PA/Sec.31/325

Dated:- 18/2/26

A copy of the above order may be sent by the Registry of this Authority to the followings:-

1. Sh. Vineet Bhardwaj
2. Ms. Anu Sharma
(Both at flat no. 8, GHS 37, Sector 20, Panchkula, Haryana – 134117)
3. M/s. Sushma Buildtech Ltd., Elante Mall, Unit B-107, Business Complex, 1st Floor, Industrial Area, Phase-1, Chandigarh - 160002
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.