



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 & pachairrera@punjab.gov.in

- | | |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Complaint No. | GC No. 0334/2024 |
| 2. Name & Address of the complainant (s)/ Allottee | Smt. Satinder Kaur, R/o B/36, 437/1, Behind Stadium Vikas Nagar, Pakhowal Road, Model Town, Ludhiana-141002. |
| 3. Name & Address of the respondent (s)/ Promoter | M/s Omaxe New Chandigarh Developers Pvt. Ltd. (earlier named as 'Omaxe Chandigarh Extension Developers Pvt. Ltd. '), 10, Local Shopping Centre, Kalkaji, South Delhi, Delhi-110019. |
| 4. Date of filing of complaint | 16.09.2024 |
| 5. Name of the Project | Integrated Residential Township Phase-3A |
| 6. RERA Registration No. | PBRERA-SAS80-PR0320. |
| 7. Name of Counsel for the complainant, if any. | Sh. M.S. Longia, Advocate. |
| 8. Name of Counsel for the respondents, if any. | Sh. Tejeshwar, Advocate. |
| 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 | 24.03.2026 |

Order u/s. 31 r/w Section 40(1) of Real Estate (Regulation & Development) Act, 2016r/w Rules 16, 24, 25 and 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017

The present complaint dated 16.09.2024 has been filed by Smt. Satinder Kaur (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) seeking handover of the physical possession of the allotted Unit along with interest for the delayed period from the respondent relating to a RERA registered project namely 'Integrated Residential Township Phase-3A' project at



New Mullanpur, SAS Nagar promoted by M/s Omaxe New Chandigarh Developers Pvt. Ltd. (earlier named as 'Omaxe Chandigarh Extension Developers Pvt. Ltd.') (hereinafter referred as the 'Respondent' for the sake of convenience and brevity).

Factual Details

Name of the project	Unit No.	Date of Agreement for Sale	Due date of possession	Adjustment due date of possession	Total Sale Consideration (excluding GST)	Amount paid by the complainant	Date of Booking	Date of obtaining OC/CC	Date of possession taken
Integrated Residential Township Phase 3A	IRTC/II/CROYAL/UGF/700	05.09.19	30.04.21	30.10.21	Rs.54,63,879/-	Rs.50,78,647/-	14.12.18	20.04.24	Nil

2. The brief gist of the complaint is that the Complainant booked a Unit bearing No. IRTC/II/CROYAL/UGF/700 of the project namely Integrated Residential Township Phase 3A developed by respondent i.e. M/s Omaxe New Chandigarh Developers Pvt. Ltd. (earlier named as 'Omaxe Chandigarh Extension Developers Pvt. Ltd.'). The Unit has a super area of 2550 sq. ft. and a carpet area of 1789 sq. ft. The booking was made on 14.12.2018, against which a booking amount of Rs.2,50,000/- was paid. Subsequently, on 06.03.2019, the complainant paid a further sum of Rs.48,28,647/- to the respondent as demanded, which was made well before the execution of Agreement for Sale. The total sale consideration of the Unit in question was Rs.54,63,879/- (excluding GST), out of which the complainant has already paid an amount of Rs.50,78,647/- towards the total sale consideration. An Agreement to Sale was executed on 05.09.2019 whereunder as per Clause 7.1, the respondent was bound to hand over the possession by 01.04.2021, with an extension of time permissible only in the event of *force majeure* conditions. It was further submitted that the respondent collected more than 10% of the total sale consideration before the execution of the Agreement for Sale, which is in clear violation of Section 13 of the RERD Act, 2016. The complainant also visited the apartment and seen that even the lift was not installed. The physical possession



of the Unit has not been delivered so far by the respondent. No valid offer of possession has been made in the present case even after lapse of more than 3 years from the due date of possession. The complainant therefore pressed for the following reliefs:-

- i. To direct the respondent to deliver valid offer of possession of the Unit after getting the Completion Certificate and Occupancy Certificate;
- ii. To direct the respondent to pay interest at the prescribed rates i.e. MCLR+2% on the principle amount paid by the complainant from the due date of delivery of possession till the date of actual possession;

3. Upon receipt of notice, the respondent filed the written reply categorically denying the averments made in the complaint by the complainant. It was submitted that the complainant defaulted in making timely payments of the Unit under the agreement entered into between the parties, despite multiple demand notices and reminders being issued to her. It was submitted that the complainant opted for the "Additional Down Payment/Additional Discount Payment Plan" under which a rebate of Rs.11,71,191/- was extended to her, subject to adherence to the payment schedule. However, despite repeated reminders and demand notices, the complainant made delayed payments on multiple occasions, thereby disentitling her to the said discount and rendering her liable to pay the withdrawn rebate along with delay interest, as per clause 7.3 of the Agreement for Sale. The respondent denied the due date of possession was 01.04.2021. It was submitted that this timeline stood extended due to delay in payments by the complainant and in view of the COVID-19 situation, as specifically provided under Clause 7 of the Agreement for Sale. It was further submitted that on 20.04.2024, the respondent obtained the Occupation Certificate relevant to the present unit. Thereafter, on 07.03.2025, a letter offering possession was sent to the complainant, along with pending dues. However, despite such offer, the complainant neither came forward to take



possession of the Unit nor cleared the pending payments. It was thus contended that the respondent has obtained the Occupation Certificate and offered possession for the Unit in question well within the agreed time, and as such, the complainant is not entitled to any delayed possession interest and the present complaint is liable to be dismissed. An issue was further raised by the learned counsel for the respondent that the present complaint is hit by the provisions of Limitation Act, 1963. In this aspect, it was submitted that Agreement for Sale was executed on 05.09.2019 and the due date of possession as alleged by the complainant was 01.04.2021. The complainant has filed the complaint after a gap of more than 3 years i.e. on 18.09.2024. Hence, the present complaint is barred by limitation.

4. The complainant thereafter filed rejoinder through her counsel controverting the contents of the written reply filed by respondent and reiterating the averments of the complaint.

5. The violations and contraventions contained in the complaint were given to the representative of the respondent to which they denied and did not plead guilty. The complaint was proceeded for further inquiry.

6. That representatives for parties addressed arguments on the basis of their submissions made in their respective pleadings as summarised above.

7. It was argued on behalf of the learned counsel for the complainant that the complainant booked a Unit bearing no.IRTC/II/CROYAL/UGF/700 in the respondent's project and consequently, paid a substantial amount of Rs.50,78,647/- by 12.03.2019, i.e., prior to the execution of the Builder Buyer Agreement. The Respondent accepted more than 10% of the sale consideration without executing a written agreement for sale, which is in clear contravention of Section 13 of the Act. As per Clause 7.1 of the Agreement, possession was to



be handed over by April, 2021 i.e. 30.04.2021. However, even after a lapse of more than four years from the stipulated date, the Respondent has failed to deliver lawful and actual possession of the unit. This inordinate delay is in stark violation of the provisions of the RERD Act, 2016 and constitutes a breach of the Agreement as executed with the respondent. Thus, the Complainant is entitled for payment of delayed interest by the respondent. The learned counsel for the complainant further argued that the complainant fulfilled all her financial obligations in a timely manner under the agreed payment plan. Any balance amount, if payable, was contingent upon a valid offer of possession, which could arise only after obtaining lawful Occupation and Completion Certificate. In the absence of a valid and lawful offer, no default can be attributed to the Complainant. The so-called offer of possession dated 07.03.2025 is merely a “paper possession” and does not amount to a valid offer in the eyes of law. The unit was incomplete, lacking basic infrastructure and promised amenities, and was unfit for habitation. The photographic evidence dated 11.04.2025 on record clearly demonstrates the deficient and dilapidated condition of the apartment. These photographs have been duly submitted before the Bench in the replication dated 12.05.2025 and a copy of the same was handed over to the counsel for the respondent. The said defects were informed orally also to the respondent-promoter person working in the office. No action was taken to remove the said defects. No further communication has ever been made by respondent either personally or before the Bench in the proceedings relating to lawful and peaceful possession of a duly clean, painted and habitable unit. The complainant is being accused for filing of the case before the Real Estate Regulatory Authority, Punjab, the personnel of the promoter were not treating the complainant as an allottee but making it feel of being guilty and litigant person who has filed the case. It was submitted that there is no communication or offer of possession till the date of arguments. It was requested to treat that



delay in possession is continuing and interest for delay should be ordered till actual and due possession is handed over. It was further argued that the Occupation Certificate relied upon by the Respondent is *ex facie* invalid and unreliable. Notably, the respondent has failed to obtain the Completion Certificate, which is pre-requisite for offering possession. The Respondent's contention regarding delay attributed to the Complainant is wholly baseless and unsupported by evidence. The Complainant having paid almost the entire consideration in 2019 cannot be faulted for any delay, especially when possession was never lawfully offered. The plea of limitation raised by the Respondent is misconceived as the construction, payments and finally possession are ongoing events and limitation provisions cannot apply till the conclusion of all events of the Agreement for Sale and finally handing over the due possession after fulfilling and completing all the conditions and formalities. The failure to deliver possession constitutes a continuing cause of action. Furthermore, the RERD Act, 2016 being a beneficial and special legislation overrides general limitation principles, and the complaint is therefore maintainable.

8. That booking of the flat in question by the complainant in the project of the case in hand has been admitted and it was argued by the learned counsel for the respondent that complainant defaulted in making timely payments of the unit under the Agreement entered into between the parties, despite multiple demand notices and reminders being issued to her. It was also argued that the respondent has already obtained the Occupation Certificate of the Unit in question on 20.04.2024 and consequently, possession was offered to the complainant on 07.03.2025, along with pending dues. Despite of lawful offer of possession, the complainant has failed to take possession of the Unit. Furthermore, she neither paid the outstanding dues. Learned counsel for the respondent further argued that the possession was to be given by April 2021 i.e.



30.04.2021 as per clause 7.1, which should be extended by 9 months i.e. till 31.01.2022 due to impact of COVID-19 under the force majeure clause as contained in Clause 7.1 of the Agreement and further extended till 11.03.2028 as per the Clause 7.3 of the Agreement on account of delay in payments. It was thus submitted that offer of possession has already been made to complainant and she was supposed and obliged to take the possession of the flat upon the payment of balance amount as per provisions of the RERD Act, 2016. It was further argued that the present complaint is *ex facie* barred by limitation as the complainant filed this complaint after a delay of more than 3 years from the alleged due date of possession.

9. I have duly considered the documents filed and written & oral submissions of the parties i.e., complainant and respondent. It is an admitted fact that the complainant booked a Unit bearing no. IRTC/II/CROYAL/UGF/700 in the project being developed by the respondent. In furtherance of the same, the complainant has paid more than 90% of the total sale consideration of the said Unit. The grievance of the complainant stems from the respondent's failure to fulfill its commitment regarding handing over of possession as agreed in the Agreement to Sale. A bare perusal of Clause 7.1 of the Agreement for Sale would show that the possession of the unit was to be delivered by April, 2021 subject to any delay or failure due to force majeure circumstances. As regards the reliance on COVID-19, the project construction period falls in the COVID-19 period. This Authority extended the period by 6 months for completion of project, therefore, the due date of possession after extension is taken as 30.10.2021 instead of 30.04.2021 (i.e. the promised date of possession as per Agreement). The total cost of the unit was Rs.54,63,879/- out of which, an amount of Rs.50,78,647/- was already paid in time and the balance amount was to be paid at the time of possession. Even further, if there is any delay, the promoter can charge interest from the allottee-cum-complainant as per



Agreement for Sale. The promoter has not given any notice or its intention to delay the possession when the payments, if any, was late. The promoter was required to give a very clear and unambiguous notice for delay in possession in case any payment was not being made in time making it absolutely clear of the delay in giving offer of the possession due to delay in payment. Even in the facts and circumstances, it is found that there is no delay as per the Agreement since substantial amount has already been paid and balance was required to be paid at the time of possession.

10. The argument advanced by the learned counsel for the respondent that the present complaint is barred by limitation is wholly misconceived and is legally unsustainable. This Authority in catena of cases has consistently opined that the provisions of Limitation Act, 1963 would not be applicable to the proceedings under the Real Estate (Regulation and Development) Act, 2016. This proposition is further fortified by a plethora of judicial precedents rendered by the Hon'ble Supreme Court of India, some of which are cited below:-

- (i) **1961(1) SCC 873 titled as Town Municipal Council Athani Vs. Presiding Officer-** wherein it was held that Article 137 of the Schedule of the Limitation Act will not apply to bodies other than Courts.
- (ii) **1970 SC 209=1969(2) SCC 199 titled as Nityananda M Joshi Vs. LIC (3 judges)-** wherein, it was held that Article 137 only contemplates application to Courts and that Labour Court is not a Court within the Limitation Act 1963.
- (iii) **1975 SC 1039=1975(4) SCC 22 titled as CST Vs. Parson Tools & plants (3 judges) –** wherein it was held that the Authorities under the Sales Tax Act are not Courts and, therefore, the Limitation Act does not apply to proceedings before them.

11. Furthermore, in the present case, the learned counsel for the respondent contended that the respondent has already obtained the Occupation Certificate



of the Unit being allotted to the complainant on 29.11.2024. It was subsequently sent on 07.03.2025 when possession was offered to the allottee-cum-complainant alongwith outstanding dues. The extract of the Occupancy Certificate being placed on record by the respondent is reproduced herein below for reference:-

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ਰਾਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਿਟੀ
ਸ੍ਰੀ ਡੀ ਡੀ ਡੀ, ਸੀ-ਕਾਟ-42, ਚੈਂਪ, ਏ. ਐਮ. ਨਗਰ

FORM-D
SEE RULE-19(2)

PERMISSION FOR OCCUPANCY OR USE OF THE BUILDING

M/S Omnia New Chandigarh Developers Pvt.Ltd
 M/Wo : NA
 R/o Omnia India Trade Tower, Village-Bhoranjan,

Memo No: GMADA-S.D.O.(H)/2024/GMADA/24-25/10/614
 Dated: 29-Nov-2024

Whereas M/S Omnia New Chandigarh Developers Pvt.Ltd. s/w/o NA/R/o Omnia India Trade Tower, Village-Bhoranjan, has given notice of completion of the building described below :-

I hereby :

Grant Permission for the occupation/use of 5thfl, Ground Floor, First Floor And Second Floor Only

Description of Building
 SAS Nagar
 Omnia Chandigarh Extension Multistore Plot

Plot No. Sector : OMLANE CITY, Plot No. : 700,
 Area

Note:- If any dues found to be pending regarding violations at later stage, you will be liable to deposit it.

Sub-Divisional
 Officer(B),
 BRD-Greater Mohali
 Area Development
 Authority, SAS Nagar
 Estate Officer

Find: No/GMADA-S.D.O.(H)/2024
 A copy of the above is forwarded to the following for information & necessary action please:-
 1. D.E.(PH-D)GMADA, SAS Nagar
 2. A.E.O.(1,2 & 3) GMADA, SAS Nagar, Dues if any may be recovered from allottee.

Dated: 29-Nov-2024

Mobile No
782XXXX47

Digitally signed by Sub-Divisional Officer(B),
 BRD-Greater Mohali Area
 Development Authority, SAS
 Nagar
 Date: 2024.11.29 15:07:03
 Reason: signed digital

12. Thus, the respondent has obtained the Occupation Certificate on 29.11.2024 and offer was made by the respondent on 07.03.2025. The complainant is normally bound to take possession of the subject unit within a period of two months from the date of receipt of Occupancy Certificate in accordance with Section 19(10) of the RERD Act, 2016. In the present case, the possession was offered only on 07.03.2025 and this delayed issuance of the offer of possession indicates that the complainant was not aware of the grant of Occupancy Certificate prior to 07.03.2025 i.e. the date on which possession was formally offered. Therefore, the complainant is entitled for interest on delayed possession to be payable by the respondent till atleast 30.05.2025 after



reasonable period from the date of offer of possession. Further, clause 7.2 of the Agreement provides that the complainant is bound to take possession within 3 months from the date of offer of possession being made upon receipt of the Occupancy Certificate. The complainant, however, has not taken the possession till date, which is although may be considered as contravention of the provisions of the RERD Act, 2016 and in breach of the terms & conditions of the Agreement but the facts and circumstances justify the delay. The allottee is not entitled for interest for the period of delay in taking possession till date since the offer was made originally on 07.03.2025 and the occupation certificate obtained on 29.11.2024 as the possession was otherwise due from November, 2021 and has been held to be eligible upto 31.05.2025 for interest due to delayed offer of due possession. However, it is made clear here that at the time of taking physical possession by the allottee-cum-complainant, the promoter will provide all the facilities, fittings as per 'Agreement for Sale'. Therefore, it is directed, in consonance with the continuing statutory obligations of the promoter under Sections 14 and 18 of the Act, that all deficiencies, defects, or shortcomings pointed out at or before the time of handing over possession shall be duly rectified by the promoter, and possession shall be deemed to be lawfully offered only when the unit/flat is handed over in a neat, clean, and habitable condition, duly painted, finished, and completed in all respects, strictly in accordance with the specifications, quality standards, sanctioned plans, layout, and amenities as stipulated in the Agreement for Sale, with no concealed or latent defects in construction, workmanship, materials, layout, or finishing, and the promoter shall ensure, through its qualified technical personnel, that all electrical, plumbing, carpentry, and finishing works-including wiring, switches, sockets, sanitary fittings, water supply, drainage, wardrobes, doors, windows, flooring, painting, and other fixtures-are properly installed, fully functional, and free from defects (as per Agreement for Sale), so as to enable



the complainant to occupy and reside in the unit without any inconvenience or further requirement of rectification. The extract of the offer of possession dated 07.03.2025 is reproduced hereinafter as follows for ready reference:-

RECIPT
To,
SATINDER KAUR
795, UST, OMAXE CASSIA PHASE - 3, OMAXE, NEW CHANDIGARH
MOBIALI PUNJAB-140701
9888134019, 979427119

Subject: Offer of possession for Residential unit No. RTTCU1CROXYALUGF700 in UGF7 Floor (hereinafter referred to as the "said Unit") in Integrated Res Township (IIRA at Omaxe New Chandigarh)

Dear Sir/Madam,
This is with reference to the captioned subject. We express our gratitude for the faith and continuous support you repeated in us till date.

We are pleased to inform you that the construction work of your unit is complete and now ready for Possession. We have also received the requisite Occupancy Certificate (OC) of your captioned Unit from the competent authority. The Company hereby offers you the possession of the said Unit.

Since the bedroom, kitchen, fittings and other fixtures require day to day maintenance, the same will be installed upon receipt of your confirmation along with payment of remaining balance sale consideration. Therefore, you are sincerely requested to confirm in writing about your readiness to take over the possession of the said Unit and to make payment of the remaining sale consideration in writing about your readiness to take over the possession of the said Unit within 15 days of this letter. Upon receiving of the balance amount of the said Unit as stated in Annexure-A, attached herewith within 15 days of this letter. Upon receiving of the balance payment and on compliance of required formalities by you, the final coat of painting and installation of fixtures in your Unit will be taken up. Please note that the necessary maintenance agreement will be executed between you and the nominated Agency namely "Facility Post Estates Management Pvt." respectively with handing over physical possession of your assigned Unit to you.

Please note that in the event of your failure to take possession for any reason, whatsoever, you shall be deemed to have taken possession of the said Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other dues, outflows on account of the unit or for any other purpose. Further, the company shall not be responsible for any loss or damage to the fixtures, fittings and fixtures in the said Unit on account of your failure to take possession of the said Unit.

We are further delighted to appreciate you that with a view to provide better customer services to our revered customers, we have arranged for a Helpdesk at Site office to assist the customers in taking over physical possession of their respective Units upon payment of balance sale consideration.

We hereby clarify that nothing contained hereinabove shall be deemed to mean or include and shall be construed to create any right, title and interest of the captioned Unit in your favour at any time and under any circumstances unless the Sale/Conveyance Deed of the said Unit is executed/registered in your favour.

Kindly send confirmation and make the payment of balance sale consideration as referred in Annexure-A within stipulated period.

RTTCU1
ANNEXURE - A
STATEMENT OF ACCOUNT
07-MAR-25

Floor No : RTTCU1CROXYALUGF700
Area : 2599 Sqft / 238.9 Sq.Mt.
Name of Allottee(s) : SATINDER KAUR & HARDEEP SINGH BARDOLI

PARTICULARS	AMOUNT (in Rs)
A) (B) Net Basic Sale Price	52,00,047.00
(B) ADDITIONAL	
- Utility Cost	12,000.00
- Covered Car Parking (B/C)	00
- (B) P/LC	00
- P/LC Corner or Park	00
- Facing/Retaining Wall or Water Road	00
(V) IFMS	20,000.00
- Interest Free Maintenance Security	
(VI) EDC	00
- External Development Charges	
(VII) Other Cost	2,00,000.00
- Interest Free Refundable Club Security Deposit (IFCS) (Revised)	46,500.00
- Make/ Cash	29,700.00
- External Electrification Cost-II	21,000.00
- Infrastructure Core/Cover (Govt levy)	00
- Power Backup Equipment Cost (PBC)	00
Total (A)+(B)+(V)+(VI)+(VII)	55,77,647.00
B) Interest on account of delayed possession (incl. GST As Applicable)	181,777.70
Grand Total (A+B)	55,95,824.70
C) Receivable Amount	11,64,038.00
Balance Due (A+B-C)	44,31,786.70
	STROST
GRAND TOTAL	126,39,923.00
CHEQUE AMOUNT RCVD (UNDER REALIZATION)	0.00

Please Note :-
• GST is charged as per applicable rates.
Wayra Group For Making Payments: Cheque/ Demand Draft in favour of: OMAXE NEW CHANDIGARH DEVELOPERS PVT.LTD., Bank Name: YES BANK, Bank Account No.: 90167295000088, IFSC Code: YES0000016, SWIFT Code: YESIN333, Branch Address: 103, BANGALORE ROAD, NEW DELHI
and confirm at payment@omaxe.com. For any query please feel free to contact us at Toll Free No. 1800120084 or write to care@omaxe.com
* Payment receipts as shown above are subject to endorsement of Cheques/Drafts received.
* Eligible status (any) registration charges, maintenance & other charges as per the terms of agreement will be determined before execution and registration of respective deed.
* The amount of the statement shall be deemed to be correct, unless informed about any discrepancy, within 10 days from the date of receipt of the statement that please make all correspondences with us on our Zonal/Corporate Office Address only.
* This is a computer generated statement. OMAXE NEW CHANDIGARH DEVELOPERS Private Limited
Office: The Trade Tower, 1st Floor, Sector 34D, Kirti Road, New Chandigarh, Chandigarh, Dist. SAS Nagar, Punjab - 160011
E-mail: customerrelations_chandigarh@omaxe.com
Registered & Corporate Office: 103, Lohar Shopping Complex, Katka, New Delhi-110079.
CIN: O0800DL250/PTC/30017, Toll Free No. 1800 100 0864, Website: www.omaxe.com

TRUE COPY
[Signature]
ADVOCATE

13. In light of the above discussions, the complainant is entitled for interest on account of delayed possession only till the date of offer of possession made by the respondent i.e. 31.05.2025. As per provisions of Section 18 of the RERD Act, 2016, the complainant is entitled to claim interest on delayed possession. Section 18 of the RERD Act, 2016 runs as under:-

"18. Return of amount and compensation. (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.

(2) The promoter shall compensate the allottees 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 this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.

(3) If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act."

14. In view of the above findings, the complaint deserves to be **Partly Allowed** and this Bench holds that the respondent -promoter has failed to fulfill its obligation of delivering possession within the agreed period, and the complainant is entitled to interest for the delay till 31.05.2025. Further, the respondent shall pay to the complainant delay interest @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 24.03.2026 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017, on the amounts paid by the complainant. Therefore, the calculation of delayed interest is calculated as follows:-

Interest payable from	Principal Amount Paid	Interest calculated till	Rate of Interest as on 24.03.2026	No. of months	Interest Amount
01.09.2021	50,78,647/-	31.05.2025	10.80%	43	19,65,436/-

Further, the payment schedule handed over to the complainant by the respondent-promoter (Annexure C-1) is reproduced herein below for ready reference:-



Answer c-1

100

OMAXE
Turning dreams into reality

IRTC/11	
Integrated Res Township IIIA SANDHU	Project Name Client Name Unit No
IRTC/H/CROYAL/UGF/700	
6389250	TOTAL COST
1135380	DISCOUNT
5253870	AFTER DISCOUNT
4791176.5	Current Demanded Amount
287470.59	GST Due
5078647.09	TOTAL(INC.GST)
250000	ALREADY PAID
4828647.09	Current Balance Due
462693.5	On Offer Of Possession to be paid
200000	Interest Free Refundable Club Security Deposit (IFCS) (Revised)
20000	Interest Free Maintenance Security

Tareekh
Adm

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. It is clarified that although the amount of Rs.19,65,436/- 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. If



for any reasons, the possession of duly completed, painted, clean and with all fixtures is not offered due to the default of the promoter, the allottee-cum-complainant will be entitled for further interest of Rs.45,707/- per month w.e.f. 01.06.2026 till the due offer of possession is made.

17. 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 31.05.2025 is calculated at an amount of Rs.19,65,436/- and the respondent is directed to make the payments within 90 days to the complainant. Further, in view of the fact that the offer of possession has already been made by the respondent-promoter on 07.03.2025, if any amount is due towards the complainant, then the said payment will be adjusted towards the amount payable to the allottee-cum-complainant by promoter and it will be adjusted by the promoter as payment received from the allottee payable by the promoter at the time of offer of possession.

18. The amount of Rs.19,65,436/- upto 31.05.2025 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.19,65,436/- determined as interest upon the delayed period upto 31.05.2025 is held "Land Revenue" under the provisions of Section 40(1) of the RERD Act, 2016. The said amount is 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.

19. It is also an admitted position on record that the complainant had paid a sum of Rs.50,78,647/- prior to the execution of the Agreement for Sale dated 05.09.2019. This amount so received by the promoter is evidently more than 10% of the total sale consideration. Sub-Clause 1 of Section 13 of the RERD Act, 2016 prohibits the promoter from accepting more than 10% of the cost of the apartment, plot, or building, as an advance payment or an application fee, from a person, without first entering into a written agreement for sale. Section 13(1) of the RERD Act, 2016 runs as under:-

"13. No deposit or advance to be taken by promoter without first entering into agreement for sale (1) A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force."

It is *prima facie* clear that the respondent has violated the statutory provision of Section 13(1) of the RERD Act, 2016. Accordingly, Registry of this Authority is hereby directed to put up separately for initiating proceedings against the respondent under section 61 of the Act for violation of Section 13(1) of the RERD Act, 2016.

20. However, at the cost of repetition, it is ordered in addition to the discussion and directions recorded in the foregoing paragraphs of this order as follows:-

- (i) The respondent is directed to pay delayed possession interest amounting to Rs.19,65,436/- to the complainant, calculated up to



31.05.2025. The said amount shall be paid within 90 days from receipt of the order.

- (ii) To adjust the amount of Rs.19,65,436/- determined as "Land Revenue" u/s. 40(1) of the RERD Act, 2016 with any amount payable by the complainant to the promoter at the time of taking of possession and if still any balance remains from this interest shall be adjusted with maintenance charges applicable after taking the possession.
- (iii) The complainant shall not be liable to pay maintenance charges to the promoter until the awarded amount of Rs.19,65,436/- is fully paid or adjusted (except where maintenance is handed over to a third party/RWA).
- (iv) To issue recovery certificate for balance sum, if any, if still payable after 90 days of this order, out of Rs.19,65,436/- determined as interest on delayed possession adjusting the charges payable by complainant at the time of taking possession as payable only as determined in accordance with the "Agreement for Sale" dated 05.09.2019.
- (v) The promoter is directed to issue a fresh letter of possession to the allottee-cum-complainant irrespective of earlier correspondence. Further, the allottee-cum-complainant is also directed to submit in writing his willingness to accept the due possession after the Unit in question is completed in all respects and is habitable. The promoter is further directed to immediately start work of the furnishing of the Unit in question, if any required, so as to make it fit for handing over as mentioned in the para 12 supra.
- (vi) The respondent is directed to hand over due possession of the unit to the complainant on or before **15.05.2026**. The flat at the time of handing over of possession will be complete in all respects as per "Agreement for Sale" and any other further facilities agreed upon



between parties. The complainant may notice any deficiency if found at the time of possession and is entitled for appropriate remedy available.

- (vii) The respondent-promoter is directed to ensure that possession of the unit, complete in all respects, duly painted, clean, and fitted with all agreed fixtures, is offered to the complainant without any further delay. In the event of failure on the part of the promoter to do so, the complainant shall be entitled to further interest @ Rs.45,707/- per month w.e.f. 01.06.2026 till the date of valid possession.
- (viii) The respondent-promoter is directed to claim charges as per Agreement for Sale dated 05.09.2019. No escalation costs and interest for delay in payment shall be claimed, as the matter was sub-judice i.e. from the date of filing of complaint till this order was received by the respondent.
- (ix) To initiate proceedings under Section 61 of the Real Estate (Regulation and Development) Act, 2016 for violation of Section 13 of the RERD Act, 2016 as detailed in para 19 of this order.

The due compliance of these directions will be complied with by both the parties i.e. the complainant and the respondent as per the timeline mentioned in this para.

21. The Secretary of this Authority is hereby directed to issue a "Debt Recovery Certificate" after 90 days for an amount of Rs.19,65,436/- as delayed interest upto 31.05.2025. The Secretary 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 into account before sending "Recovery Certificate" to the Competent Authority for recovery. Further, Smt. Satinder Kaur is held to be Decree Holder and the Respondent i.e. M/s Omaxe New Chandigarh Developers 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.

22. No other relief is made out.

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

Chandigarh
Dated: 24.03.2026


(Rakesh Kumar Goyal)
Chairman
RERA, Punjab.




Endst. No. RERA/Pb/PA-CM/2026/ 496-501

Dated: 30/3/2026.

A copy of the above order may be sent to the followings:-

1. Smt. Satinder Kaur, R/o B/36, 437/1, Behind Stadium Vikas Nagar, Pakhowal Road, Model Town, Ludhiana-141002.
2. M/s Omaxe New Chandigarh Developers Pvt. Ltd. (earlier named as 'Omaxe Chandigarh Extension Developers Pvt. Ltd. '), 10, Local Shopping Centre, Kalkaji, South Delhi, Delhi-110019.
3. The Secretary, RERA, Punjab.
4. Director (Legal), RERA, Punjab.
5. The Complaint File.
6. The Master File.


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