



Real Estate Regulatory Authority, Punjab

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

1. Complaint No.	GC No. 0380/2024
2. Name & Address of the complainant (s)/ Allottee	Ms. Aarti Sinha Sh. Amod Sinha R-4, Sushma Valencia, 23/2, SAS Nagar (Mohali), Punjab - 140603
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	04.11.2024
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. Onkar Singh, Advocate for the complainants.
8. Name of Counsel for the respondents, if any.	Sh. Vishal Singhal, Proxy Counsel for Sh. Sanjeev Sharma, Advocate for the respondent.
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 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 04.11.2024 has been filed by Ms. Aarti Sinha and Sh. Amod Sinha (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 to the respondent to complete the construction of the project, obtain the occupancy certificate and hand over possession of the unit along with payment of delay compensation till the date of actual possession.** 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 the respondent had launched the aforesaid housing project wherein the complainants intended to purchase a residential unit. According to the complainants, from the very beginning they were interested in purchasing a Skydeck unit bearing No. K-802 situated on the top floor of the building. However, at the relevant time the



said unit was not available for allotment and the representatives of the respondent informed them that the said unit may become available at a later stage.

2.1 The complainants have further stated that the officials of the respondent assured them that for the time being an agreement would be executed with respect to another unit bearing No. K-202 and subsequently the same would be converted into the desired Skydeck unit i.e. Unit No. K-802 once it became available. Relying upon the said assurance, the complainants agreed to proceed with the transaction and accordingly an Agreement for Sale dated 27.01.2020 was executed between the parties with respect to Unit No. K-202 along with a car parking space. It is also submitted by the complainants that till the date of filing of the present complaint, the complainant had paid an amount of Rs.55,85,649/-. The details of the same is as under:-

	Date	Payment details.	Amount
1>	9/12/19		1,00,000
2>	11/12/19		1,50,000
3>	27/1/20		2,94,000
4>	13/2/20		37,40,000
5>	10/8/20		2,58,553
6>	14/8/20		3,02,837
7>	31/8/20		77,469
8>	20/4/21		10,000
9>	14/9/23		2,89,600
10>	14/9/23		19,306
11>	3/2/24		35,000
12>	25/9/24		2,89,599
13>	25/9/24		19,305
		Total :	<u>55,85,649</u>

2.2 It has been further pleaded that the said Agreement for Sale dated 27.01.2020 recorded that all requisite approvals for the development of the project had been obtained and the date of possession of the unit was mentioned as 28.07.2021. The complainants have averred that after paying the booking amount they initially expressed financial difficulty in arranging the balance funds and requested the respondent not to present certain cheques and also requested cancellation of the booking. However, according to the complainants, the representatives of the respondent persuaded them to continue with the purchase and suggested that they avail a housing loan through a bank associated with the respondent.



2.3 It is stated that acting upon the said suggestion the complainants obtained a home loan from HDFC Bank and entered into a tripartite agreement with the bank and the respondent on 12.02.2020. Pursuant thereto, an amount of Rs.37,40,000/- was disbursed by the bank in favour of the respondent on 13.02.2020. The complainants have averred that thereafter they continued to make payments in accordance with the demands raised by the respondent and ultimately paid the entire sale consideration under the agreement.

2.4 The complainants have further pleaded that immediately after execution of the Agreement for Sale dated 27.01.2020 they repeatedly requested the respondent to execute a Memorandum of Understanding for conversion of their unit from K-202 to the desired Skydeck unit K-802. It has been stated that despite repeated requests no such conversion was effected for a considerable period of time. The complainants have relied upon email communications and other correspondence exchanged between the parties wherein they had consistently reiterated their request for the Skydeck unit and according to them the said correspondence clearly demonstrates that their intention from the very beginning was to purchase Unit No. K-802.

2.5 The complainants have further contended that although the possession of the originally allotted unit was promised by 28.07.2021, the respondent failed to complete the project and failed to offer possession within the stipulated period. It has been argued that since the construction of the building was to be completed as a whole, the date of possession mentioned in the initial agreement should also be considered applicable to the Skydeck unit which was subsequently allotted to them.

2.6 It has further been pleaded that eventually the respondent agreed to transfer the Skydeck unit to the complainants and consequently an Agreement for Sale dated 18.01.2023 was executed between the parties for Unit No. K-802 situated on the 8th floor of Tower K. In the said agreement the date of possession was mentioned as 18.04.2024. According to the complainants, by executing the subsequent agreement the respondent effectively extended the possession timeline by almost three years from the original promised date of 28.07.2021 to 18.04.2024. The complainants have contended that the said agreement was executed under circumstances where they had already paid substantial amounts and were left with no real option but to accept the revised terms imposed by the respondent.

2.7 The complainants have further stated that even as on the date of filing of the present complaint the construction of the unit and the project remains incomplete and there is uncertainty regarding the handing over of possession. It has been pleaded that the respondent had initially paid an amount of Rs. 15,000 per



month to the complainants towards delay compensation for a certain period and an aggregate amount of approximately Rs.3,61,500/- was paid. However, the complainants have stated that such payments were discontinued from August 2024 onwards. In these circumstances the complainants have prayed that the respondent be directed to complete the project, obtain the occupancy certificate and continue to pay delay compensation till the possession of the unit is delivered.

3. Upon notice of the complaint, the respondent appeared and filed its reply contesting the allegations made by the complainants. The respondent has submitted that the initial Agreement for Sale dated 27.01.2020 was executed with respect to Unit No. K-202 and the possession timeline mentioned therein related only to that unit. According to the respondent, the complainants themselves had requested conversion of the said unit to a Skydeck unit on the top floor and the respondent had subsequently accommodated the said request.

3.1 The respondent has further contended that in view of the said request a fresh Agreement for Sale dated 18.01.2023 was executed between the parties for Unit No. K-802 situated on the 8th floor of Tower K. The respondent has submitted that the possession date for the said unit was clearly mentioned in the subsequent agreement as 18.04.2024 and therefore the complainants cannot rely upon the possession timeline mentioned in the earlier agreement executed for a different unit.

3.2 It has also been submitted by the respondent that the complainants had initially expressed an intention to cancel the booking due to financial difficulties and had requested the respondent not to present the cheques issued by them. According to the respondent, despite the said circumstances the respondent extended cooperation and facilitated the complainants in obtaining a housing loan so that they could continue with the purchase of the unit.

3.3 The respondent has further submitted that the execution of the Agreement for Sale dated 18.01.2023 for the Skydeck unit was done with the full consent and acceptance of the complainants and the terms and conditions of the said agreement, including the possession timeline, were clearly known to them. It has been argued that the complainants cannot now challenge the terms of the said agreement after having voluntarily executed the same.

3.4 The respondent has further contended that certain delays in the construction of the project occurred due to circumstances beyond its control including disruptions in construction activities and other practical difficulties. It has been submitted that the respondent has been making sincere efforts to complete the



project and hand over possession of the unit to the allottees including the complainants.

3.5 The respondent has also submitted that it had voluntarily **paid delay compensation of Rs.15,000 per month to the complainants for a certain period and an amount of approximately Rs.3,61,500/- was paid to them.** According to the respondent, the said payments were made as a gesture of goodwill and the respondent has never refused to honour its obligations under the agreement.

3.6 The respondent has therefore prayed that the complaint be dismissed on the ground that the complainants are attempting to rely upon the possession timeline mentioned in the earlier agreement which stood superseded by the subsequent agreement executed for a different unit.

4. From the pleadings and documents placed on record, certain facts emerge which are not in dispute between the parties. It is not disputed that the complainants initially entered into an Agreement for Sale dated 27.01.2020 with the respondent with respect to Unit No. K-202 along with a car parking space. It is also not disputed that the complainants obtained a housing loan from HDFC Bank and a tripartite agreement was executed between the complainants, the bank and the respondent on 12.02.2020 pursuant to which an amount of Rs. 37,40,000/- was disbursed in favour of the respondent.

4.1 It is further not disputed that subsequently the parties executed another Agreement for Sale dated 18.01.2023 with respect to Unit No. K-802 situated on the 8th floor of Tower K and that the possession date mentioned in the said agreement is 18.04.2024. It is also admitted that the complainants had already paid an amount of Rs.55,85,649/- to the respondent. It is also admitted that respondent had paid an amount of approximately Rs.3,61,500/- to the complainants towards delay compensation for a certain period.

5. During the course of arguments, the learned counsel for the complainants reiterated the pleadings and submitted that the intention of the complainants from the very beginning was to purchase the Skydeck unit bearing No. K-802. It was argued that the execution of the Agreement for Sale dated 27.01.2020 for Unit No. K-202 was merely an interim arrangement based on the assurances given by the representatives of the respondent that the said unit would subsequently be converted to the Skydeck unit once it became available.

5.1 The complainants further argued that the possession timeline mentioned in the earlier agreement was 28.07.2021 and the respondent cannot unilaterally extend the possession timeline by executing a subsequent agreement



after a delay of almost three years. It was contended that the execution of the later agreement was not a voluntary act on the part of the complainants but was necessitated by the circumstances in which they had already paid substantial amounts to the respondent.

5.2 It was also argued that even as per the subsequent agreement dated 18.01.2023 duly signed by both the parties, the possession date was mentioned as 18.04.2024 and the respondent has failed to deliver possession even by that date. According to the complainants the respondent is therefore liable to pay delay compensation till the date of actual handing over of possession along with completion of the project and obtaining the occupancy certificate.

5.3 On the other hand, the learned counsel for the respondent argued that the complainants cannot rely upon the possession date mentioned in the earlier agreement executed for Unit No. K-202 when they themselves requested conversion to a completely different unit i.e. the Skydeck unit on the top floor. Moreover, it is an admitted position by the complainants that due to lack of funds, the complainants requested the respondent to cancel the booking. It was also submitted that once the parties executed a fresh Agreement for Sale dated 18.01.2023 the earlier agreement stood superseded and the possession timeline mentioned in the subsequent agreement alone would govern the rights of the parties.

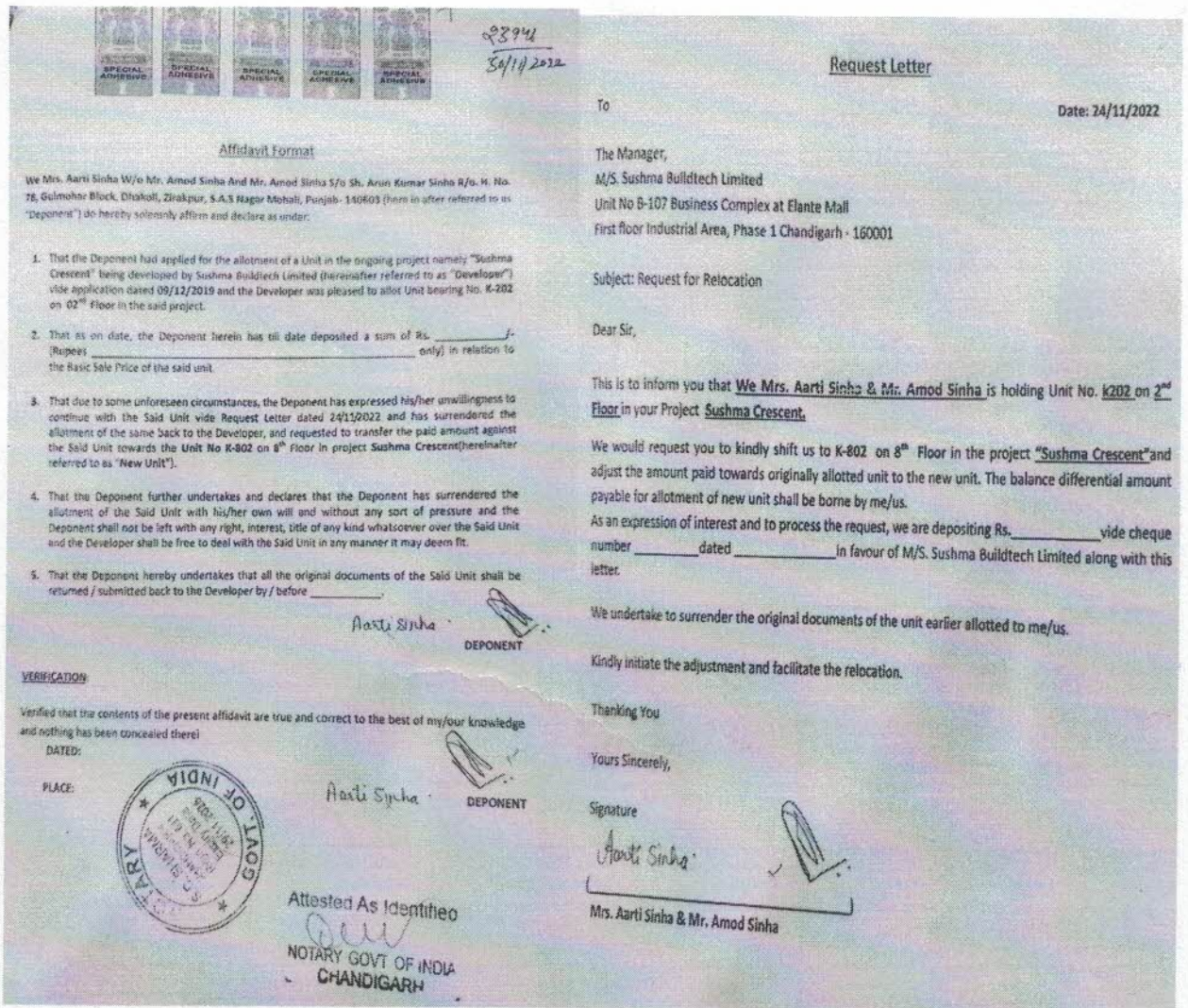
5.4 The respondent further argued that the complainants executed the subsequent agreement after fully understanding its terms and conditions and therefore they are estopped from challenging the same. It was submitted that the respondent has been making all possible efforts to complete the project and the delay, if any, has occurred due to circumstances beyond its control.

6. I have considered the rival submissions of the parties and have also perused the material placed on record. The principal issue that arises for consideration is whether the complainants are entitled to rely upon the possession date mentioned in the initial Agreement for Sale dated 27.01.2020 or whether the possession timeline mentioned in the subsequent Agreement for Sale dated 18.01.2023 would govern the rights and obligations of the parties.

6.1 It is evident from the record that the initial agreement dated 27.01.2020 was executed with respect to Unit No. K-202 whereas the subsequent agreement dated 18.01.2023 was executed for a different unit i.e. Unit No. K-802 situated on the top floor of the building. The change of unit from the lower floor to a Skydeck unit on the top floor constituted a substantial modification of the original allotment and



therefore the parties entered into a fresh agreement governing the terms of such allotment. For ready reference, relevant annexures are attached hereunder:-



6.2 At the same time, it is also evident from the correspondence placed on record that the complainants had expressed their desire to obtain the Skydeck unit from the very beginning and had repeatedly requested the respondent to convert their allotment accordingly. The record further indicates that the respondent eventually agreed to the said request and executed a fresh agreement for the Skydeck unit.

6.3 Even as per the subsequent agreement the possession date was mentioned as 18.04.2024. The respondent has not been able to demonstrate that possession of the said unit was offered to the complainants by the said date or that the project had been completed and the necessary occupancy certificate obtained. The respondent has also admitted that it had paid delay compensation to the complainants of an amount of Rs.3,61,500/- for a certain period which itself indicates that there was delay in completion of the project.



7. Under the provisions of the Real Estate (Regulation and Development) Act, 2016 a promoter is under a statutory obligation to complete the project and hand over possession of the unit to the allottee in accordance with the terms of the agreement for sale. In case of failure to do so, the allottee is entitled to receive compensation in the form of interest for the period of delay.

7.1 In the present case the respondent has not disputed that possession has not yet been handed over to the complainants. The discontinuation of delay compensation from August 2024 also does not appear to be justified in the absence of delivery of possession of the unit.

7.2 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.

7.3 Further, the Bench observes that the Respondent has stated that an amount of ₹3,61,500/- was paid to the Complainants under an alleged "assured return" understanding. As per the agreement dated 24.07.2023, the amount of Rs.15,000/- per month was paid towards compensation for the period till the 31.03.2024 which has been mutually agreed since first party (allottee) had remitted on investment since 27.01.2020 and since this finalized unit documents was delayed. So, this payment was paid for delay in view of payment made since 27.01.2020 till 31.03.2024. However, the due date of possession is 18.04.2024 which is after 18 days of expiry of this compensation. So, this compensation was not in lieu of delay in possession after 18.04.2024 but for the delay in promised period from 27.01.2020 to 31.03.2024. Therefore, this payment has no co-relation with the interest to be awarded u/s. 18 of the RERD Act, 2016 in the facts and circumstances of the case. Hence, this payment is not being taken in consideration for delay in



possession after 18.04.2024. For ready reference, agreement dated 24.07.2023 executed between the complainant & respondent separately is attached hereunder:-

AGREEMENT

This AGREEMENT is made and executed at Chandigarh on this 24th Jul '2023.

BY AND BETWEEN

We Mrs. Aarti Sinha W/o Mr. Amod Sinha And Mr. Amod Sinha S/o Sh. Arun Kumar Sinha R/o. H. No. 78, Gulmohar Block, Dhakoli, Zirakpur, S.A.S Nagar Mohali, Punjab-140603 hereinafter referred to as the "FIRST PARTY" (which term shall include his/her/their legal heirs, successors, executors and legal representatives), of the FIRST PART,

AND

SUSHMA BUILDTech LIMITED, a Company incorporated under the Companies Act, 1956 (as amended from time to time), having its registered office at B-107, First Floor, Business Complex at Elante Mall, Industrial Area, Phase - 1, Chandigarh (U.T.), hereinafter referred to as "DEVELOPER", acting hereby through its Authorized Signatory (which term shall include its successors, subsidiaries, nominees, executors, associates and assigns), of the OTHER PART.

The First Party and the Developer may also be collectively referred to as "Parties" and individually as "Party", as the context may require.

WHEREAS:

- The Developer is engaged in the business of real estate development, and is in the process of setting up and developing a residential project named as 'Sushma Crescent' *inter alia* in Village Gazipur, Kishanpura MC Zirakpur, District S.A.S. Nagar (Mohali) Punjab (hereinafter referred to as the "Project").
- The First Party had applied for a unit in the aforesaid Project developed by the Developer, being Unit No. K-802, 8th Floor, admeasuring 1590 sq. ft. Super Area Said Unit", and in this regard the First Party entered into an Apartment Buyer's Agreement Dated 18/01/2023 with the Developer, setting out the terms and conditions for the purchase of the Said Unit.
- The Parties hereto, having admitted the delay in issuance of Documentation due to certain intrse concerns, has expressed to the Developer that they should be remitted a mutually agreed upon compensation till the 31/03/2024. The First Party has also undertaken and assured not to file any sort of litigation, complaint, whether civil, consumer or criminal, against the Developer seeking any further compensation, interest or refund and also undertakes to withdraw the complaint(s)/cases(s), if already, filed by the First Party against the Developer or its Directors/authorized representatives, employees, etc.
- As a matter of goodwill gesture and an exception, the Developer has agreed to consider the request of the First Party, provided that this shall not be considered precedence for any further default by the First Party and the First Party shall honor the terms and conditions of the present agreement without any reservation or condition of any kind whatsoever.
- The Parties hereto have mutually agreed to record the terms of present agreement in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- That in terms of mutual understanding, First Party had rented an investment since 27/01/2020 and since the finalised unit Documentation was approved, an amount of Rs 15,000/- per month is being paid towards Compensation for the period till 31st May 2024 which has been mutually agreed upon between the parties hereto.
- The cheques have been drawn in favour of the First Party vide the below mentioned instruments:

Cheque No. _____ dated _____ drawn on _____ Bank for Rs. _____ (Rupees _____ only) in favour of Mrs. Aarti Sinha;

Cheque No. _____ dated _____ drawn on _____ Bank for Rs. _____ (Rupees _____ only) in favour of Mr. Amod Sinha.

Aarti Sinha

7.4. In such a situation, the rights and entitlements of the complainant are governed by the second limb of Section 18 of the RERD Act, 2016 which unequivocally mandates payment of interest for every month of delay to an allottee who chooses to continue with the project. The complainant is therefore entitled to interest for delayed possession in terms of Section 18(1) of the RERD Act, 2016, which reads 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."

7.5. 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.

8. 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 i.e. **K-802, 8th Floor, Type 3 BHK, Tower-K alongwith One Car Parking measuring 98 sq. ft.** in the project '**Sushma Crescent**'. The respondents are further directed to pay interest to the complainant on the amount deposited by the complainants for the period of delay, calculated from 01.05.2024 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 15.02.2026 + 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
01.05.2024	Rs. 55,85,649/-	28.02.2026	22 Months	Rs.11,05,962/-

9. 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.

10. 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.11,05,962/- upto 28.02.2026 together with interest accrued @ Rs.50,271/- per month from 01.03.2026 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 18.01.2023**. It is hereby held that any dues payable by the allottee under the Agreement for Sale dated 18.01.2023 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.11,05,962/- 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 fully 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.

11. 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. POSSESSION OF THE APARTMENT/UNIT

Xxxx xxxx

7.6. Compensation: *The Promoter shall compensate the Allottee in case of any loss caused to him 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 pay to the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession till the Unit/Apartment/Unit."

12. 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 28.02.2026 is calculated at an amount of Rs.11,05,962/- and the respondent is directed to make the payments within 90 days to the complainants and offer valid offer of possession. After, 01.03.2026 the respondent -promoter is liable to pay an amount of Rs.50,271/- 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.

13. The amount of Rs.11,05,962/- upto 28.02.2026 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.11,05,962/- determined as interest upon the delayed period upto 28.02.2026 and further a sum of Rs.50,271/- per month, to be payable as interest per month from 01.03.2026 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. **It is directed at the cost of repetition that primarily the promoter i.e. M/s. Sushma Buildtech Ltd. is responsible for refund of money determined in this order. The proceedings u/s. 40(1) of the RERD Act, 2016 for issue of recovery certificate are additional and a parallel legal remedy to recover the dues determined under this order to be collected by the prescribed authority under Punjab Land Revenue Act, 1874.**

14. 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.11,01,962/- (upto 28.02.2026) and further accrued interest @ Rs.50,271/- per month w.e.f. 01.03.2026 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 of Rs.11,01,962/- (upto 28.02.2026) and further accrued interest @ Rs.50,271/- per month w.e.f. 01.03.2026.

15. **The Secretary of this Authority is hereby directed to issue a "Recovery Certificate" after 90 days for an amount of Rs.11,05,962/- as delayed interest upto 28.02.2026 and Rs.50,271/- payable per month as interest from 01.03.2026 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 is 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. Aarti Sinha and Sh. Amod Sinha are held to be Decree Holders and the Respondent i.e. M/s. Sushma Buidtech 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.

16. No other relief is made out.

17. 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: 24.03.2026



(Signature)
24.3.26.
(Rakesh Kumar Goyal),
Chairman,
RERA, Punjab.

Endst. No./CP/RERA/PB/PA/Sec.31/ 489-495

Dated:- 24/3/2026

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

1. Ms. Aarti Sinha
2. Sh. Amod Sinha
Both at R-4, Sushma Valencia, 23/2, SAS Nagar (Mohali), Punjab - 140603
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.

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