

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

Complaint No. 0002 of 2025
Date of Institution : 03.01.2025
Date of Decision: 18.02.2026

1. Narender
2. Kusum

Both residents of Village Kheel (Rajpur), Kurar (134) Solan, Himachal Pradesh – 173229

....Complainants

Versus

Sushma Buildtech Limited,

Bharat Mittal partner of Sushma Buildtech Limited

Binder Pal Mittal partner of Sushma Buildtech Limited

Pardeep Kumar partner of Sushma Buildtech Limited

Prateek Mittal partner of Sushma Buildtech Limited

All at B-107, Ist Floor, Business Complete, Elante Mall, Industrial Area,
Phase-1, Chandigarh – 160002

....Respondents

Present: Shri Jasdeep Singh, Advocate for the complainants
Shri Sanjeev Sharma, and Shri Vishal Singal, Advocates
for respondent

ORDER

This complaint in Form 'M' under Section 31 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the Act of 2016) read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the Rules of 2017) was instituted on 03.01.2025 by complainants as individuals against respondent seeking possession

of the allotted unit and interest for the period of delay in handing over valid possession.

2. The brief facts of the complaint as submitted by complainants are summarized below: -

2.1 Complainants has book Unit N-304 on 3rd floor, in project 'Sushma Crescent' on 31.12.2022. Allotment letter dated 16.01.2023 and Copy of the Agreement to sell dated 16.01.2023 are annexed as **Annexure C-2 & C-3**. and it was promised by respondent to hand over possession on 16.04.2024. Total sale price including GST is Rs. 71,22,956/-. Till date no possession has not been handed over to complainants.

2.2 The complainant made part payment and for remaining payment availed the loan facility from HDFC bank and also executed one tripartite agreement between the complainant, respondent builder and HDFC bank which is annexed as Annexure C-4. The complainant is paying regular EMI's of nearby Rs.44,000/- since March, 2023.

2.3 The complainant had also requested to compensate the complainant as mentioned in the agreement (clause No 7.6) to which the respondent had denied. The complainant had invested his hard earn money with the respondent/builder but as on date the respondent had failed to give the possession of the unit.

2.4 The complainant is paying heavy EMI's against the said unit to the bank along with that due to the delay the complainant is also bearing the additional cost by paying regular rent to the tune of Rs. 17,000/-.

3. Prayer of complainants is that the respondents be directed to handover the possession of the unit with all assured amenities, fitting and fixtures and also the respondent be directed to pay the

interest as per the provision of act for the delay caused till valid handing over the possession of unit.

4. Upon notice, respondent appeared through Shri Sanjeev Sharma, Advocate and submitted reply dated 09.06.2025 which is summarized below: -

4.1 The respondent stated that he had duly completed the construction of some of towers as per construction plan, the respondent company has demanded payment "on start of tiling" from the complainants and now only finishing work remains and after finishing work is completed possession would be offered to complainants in the project "Sushma Crescent ". Respondent stated that the competent authorities have already granted partial completion certificate for the earlier completed phase of the project.

4.2 The counsel of the respondent submitted that the Hon'ble Apex Court has also held that three years is a reasonable time for offering of possession after construction of Unit and any delay beyond 3 years is unreasonable. In the present complaint the agreement was executed on 16.01.2023 and possession was to be delivered on 16.04.2024 and period of 3 years would expire on 16.01.2026 and thus the delay, if any, is not unreasonable.

4.3 The respondent stated that the complainant had opted for construction linked plan and accordingly the allotment was made in favour of the complainant. The complainant has paid a sum of 57,09,364/ (excluding GST) of total sale price of Rs.71,21,956/-

4.4 The Respondent company has filed extension application with Hon'ble RERA Authority for completion of the project by 25.01.2026 and permission has been granted by the RERA, to complete the

project by 25.01.2026.

- 4.5 The respondent has argued that the reliance of complainants on clause 7.6 of 'agreement to sale' on the issue of compensation is baseless and misplaced and the allegations as level by complainants are wrong and denied and clause 7.6 is not applicable in the present complaint.
5. Complainant filed his rejoinder controverting the allegations of the written reply filed by Respondent No.1 is wholly incorrect and misconceived, and reiterated the contents of their complaint under Section 31 of the RERA Act, denying all statements contrary thereto. It is stated by the complainant in the rejoinder that total price of the unit is Rs.71,21,956/- (inclusive GST) and Rs. 63,49,698/- (excluding GST). Total payment amounting Rs.63,39,698/- has been made so far as per demand notices and remaining payment is linked to the progress of the construction work.
6. Both the Counsel for the complainant as well as respondent addressed their respective arguments on 29.01.2026.
7. Learned Counsel for the complainant argued that they were allotted a residential Unit No. N-304 on 3rd floor having total area of 1485 vide Allotment letter dated 17.09.2020 in the project "Sushma Crescent" by respondents. Thereafter, an agreement was also entered into between the parties on 16.01.2023 and as per Clause 7.1 of the said Agreement, possession was to be delivered on 16.04.2024, but the respondent failed to do so. The complainants have paid Rs.60,39,698/- against the agreed price of Rs. 71,21,956/-. Thus, failure to hand over possession on time by respondent, the complainant is entitled for interest for the period of delay as per Section 18 of the Act of 2016.

7.1 Counsel for respondent while reiterating the contents of his reply dated 09.06.2025 to justify the delay in delivery of possession stated that the Hon'ble Apex court has also held that three years is a reasonable time for offering of possession after construction of unit and any delay beyond 3 years is unreasonable and period of 3 years would expire on 16.01.2026 and prayed that there is no cause of action arose in favour of the complainant to file the instant complaint and prayed that the instant complaint be dismissed with costs.

8. The undersigned considered the rival contentions of both the parties and also perused the pleadings along with documents annexed by both the parties:

8.1 There is no dispute about the issuance of allotment letter, entering into agreement by the complainants with respondents no.1, receipt of payment by respondent and as per Clause 7.1 of the agreement the date of possession is 16.04.2024. It is established on record that till today possession of unit has not been handed over to the complainant. The plea of the respondent that the possession date will be within 3 years of the agreement is not acceptable, as per para 7.1 of the agreement dated 16.01.2023 the date of possession is clearly mentioned as 16.04.2024. Thus, it is held that the complainant is entitled for interest to be paid by respondent for the period of delay in handing over possession of the above said Unit.

9 As a result of the above discussion, this complaint is accordingly accepted. The undersigned is of the considered view that complainant is entitled for the receipt of interest from the respondent for the period of delay in handing over possession of the above said unit as provided in section 18(1) of the Act.

Provisions of the Section 18(1) of the Act is reproduced as under:

"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building, —

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) 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."

10. As a net result of the above discussion, this complaint is accordingly allowed and respondents are directed to:
 - 10.1 To issue offer of possession letter in writing to the complainant within the time stipulated as per term and condition mentioned in column 7.2 of the 'agreement for sale' dated 16.04.2024 after obtaining completion certificate from the competent authority.
 - 10.2 To pay interest under Section 18(1) of the Act of 2016 at the rate of 10.80% per annum (today's State Bank of India highest Marginal Cost of Lending Rate i.e. 8.80% plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount of Rs.60,39,698/- paid by complainant, with effect from 16.04.2024 till date of order in the first instance within ninety days from the date of receipt of this order and submit a compliance report to this Authority about releasing the interest amount as directed.

- 10.3 Further, respondent is also directed to pay interest on an amount of Rs. 60,39,698/- @ 10.80% per annum (today's State Bank of India highest Marginal Cost of Lending Rate i.e. 8.80% plus two percent) prescribed in Rule 16 of the Rules of 2017 from date of issue of order to actual date of possession or two months after getting the completion certificate by competent authority whichever is earlier.
11. It may be noteworthy that in case compliance report is not submitted by the respondents after the expiry of above stated period of ninety days and further any failure to comply with or contravention of any order, or direction of this Authority may attract penalty under section 63 of this Act of 2016.
12. File be consigned to the record room after due compliance.


(Binod Kumar Singh)
Member, RERA, Punjab