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

Complaint No.0158 of 2025
Date of Institution: 02.04.2025
Dated of Decision: 27.04.2026

1. Kabir Chauhan and
2. Brindra Chauhan,
127, Top Floor, Sector 40 A, Chandigarh

....Complainants

Versus

1. M/s Omaxe Chandigarh Extension Developers Pvt Ltd, India Trade Tower, Ist Floor, Madhya Marg Ext. Road, New Chandigarh, S.A.S Nagar, Mohali- 140901

....Respondent

Complaint in Form 'M' u/S 31 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017.

(Registration Number: PBRERA-SAS80-PR0040)

Present: 1. Shri Shahnawaz Khan, Advocate for the complainants
2. Shri Vageesh Marwaha, Advocate for the respondent

ORDER

1. 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 02.04.2025 by the complainants in their individual capacity against the respondent seeking following reliefs:

1.1 To direct the Respondent to pay interest for delayed possession as per RERA Rules on amount paid i.e. Rs.70,11,693/- till the date of Offer of

Actual Legal Possession after obtaining OC/CC from the competent Authority;

1.2. In light of Section 34, 35 & 37 of RERA Act, 2016, Respondent be directed to charge only for "Actual Carpet area" i.e. (117.34 Sq. Mtr /1263 Sq.Ft) and not for the Super area of 1920 Sq.ft/178.37 Sq.mtr as per layout/ disclosure made before RERA Authority;

1.3. In light of Section 37 of RERA Act, 2016 Respondent be directed to refund the amount of Rs.25,84,246/- which has been charged by the way of misrepresentation/fraud against the excess area (657 Sq. Ft./ 61 Sq. Mtr.) Carpet Area.

1.4. The penalty of 5% of estimated cost of the project be imposed U/s 61 of RERA Act 2016 on Respondent for violating Section 7,11,14 of RERA Act,2016 & various other provisions of the Act by not adhering to sanctioned layout plans and involving in unfair trade practices by selling the unit on super area instead of carpet area.

1.5. Directed the Respondent to obtain and supply a valid OC/CC from the Competent Authority and to offer a valid legal physical possession and to execute Conveyance deed in terms of Section 17 of RERA Act 2016 within a time bound manner.

1.6. Respondent be directed to Pay Rs.2,50,000/- as cost of litigation.

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

2.1. The complainant booked & was allotted a Residential Unit 3BHK bearing No. TLC/CASPEAN-E/TWELFTH/1201, having super area of 1920 Sq Ft/178.37 Sq. mtr on 12th Floor in Tower CASPEAN-E in Project named "THE LAKE", situated at Omaxe New Chandigarh.

2.2 The booking of the above said unit was made via Customer ID No. TLC/435 and Buyer's Agreement was executed on 21.03.2015. The total price of the unit is Rs.80,01,360/- and the BSP of the said unit is Rs.67,30,560/- as per Annexure-B, Part-II of the 'Allotment letter cum Buyer's Agreement' dated 21.03.2015. The Respondent has charged for total Super Area i.e. 1920 Sq. Ft./178.37 Sq. Mtr. @ Rs.3505.5/- Sq. Ft. The complainants had paid an amount of Rs.70,11,693/- including GST till date. Copy of Statement of Account dated 26.03.2025 is annexed as annexure C-2. Copy of the Allotment Letter cum Buyer's Agreement dated 21.03.2015 is annexed as annexure C-1.

2.3 The Complainants paid an amount of Rs.34,71,093/- i.e. more than 50% of the BSP as booking amount till 08.01.2015 which was way beyond stipulated 25% as per Section 6 of PAPRA Act,1995, hence the Respondent Company was in contravention of the above-mentioned provision.

2.4 As per Clause 40 (a) of the Buyer's Agreement/allotment letter dated 21.03.2015, the possession of the unit was to be delivered within 42 months i.e. on 20.09.2018, and the project delayed for more than 6 years. Neither the interest for delayed possession nor any compensation has been paid by the promoter to the complainant till date.

2.5 The Respondent Company was to provide the Carpet Area in Tower CASPEAN-E, as per the approved layout plan & disclosure made before the RERA Authority while registration of the project and the same Carpet Area i.e. 1263.03 Sq. Ft./117.34 Sq. Mtr. is registered with RERA Authority records measuring 1263.03 Sq. Ft./117.34 Sq. Mtr. @ Rs. 3505.5 per Sq. Ft. as per Annexure B part (II) of the agreement dated 21.03.2015, amounting to Rs.44,27,447/-.

2.6 Furthermore, it is pertinent to highlight that, unfortunately, the complainants have been charged for the Super Area of 1920 Sq. Ft./ 178.37

Sq. Mtr at the price of Rs.3505.5/- Sq. Ft. amounting to Rs. 67,30,560/- as per Annexure B part (II) of agreement dated 21.03.2015. The Respondent Company has not adhered to the sanctioned plan/layout plan and by charging an extra amount of Rs.25,84,246/- against the excess of 657 Sq. Ft./ 61 Sq. Mtr. of area.

2.7 The complainant stated that model Buyer Agreement is prescribed in Punjab State Real Estate (Regulation & Development) Rules, 2017 whereby it was mandatory for all the promoters to execute the same with the allottees while selling any unit/plot/flat etc. As per clause 1.2 of the model agreement "Promoter can only charge for the carpet area" and not for the super area. The applicable rules were framed in 2017 whereas the agreement was executed in 2019.

2.8 The complainant also referred the decision of this Hon'ble Authority in case titled as: "Kanhaiya Lal Kalra Vs. M/S Omaxe Chandigarh Extn. Developers Pvt. Ltd." in GC No. 0383 of 2023 vide Order dated 01.02.2024 and Full Bench of RERA Punjab Authority in the case titled as "Anuradha Sipehiya Vs Citi Centre Developers" in complaint No.GC/1434/2019.

2.9 Till date, the Respondent Company has neither adjusted nor refunded, the excess amount of Rs.25,84,246/- which has been illegally charged by the way of misrepresentation against the excess area.

3. Notice of the complaint was served on the respondent who has filed a detailed reply in the matter.

3.1 The Complainants had submitted an application form/registration form dated 08.10.2014 for the purpose of booking a flat/unit/apartment (Annexure R-1). The Allotment Letter/ Builder Buyer Agreement was duly forwarded to the Complainants vide letter dated 30.12.2014, thereby calling upon them to execute the said agreement. Despite repeated reminders, the

Complainants failed to do so. It is submitted that the delay in execution/registration of the Buyer's Agreement, which eventually took place only on 21.03.2015, was solely on account of the Complainants' inaction. A copy of the letter dated 30.12.2014 is annexed herewith as Annexure R-2.

3.2 Thereafter, an Agreement for Sale was executed between the parties on 21.03.2015 and flat no. TLC/CASPEAN-B/TWELFTH-A/1201 in the residential project 'The Lake' situated in 'Omaxe New Chandigarh', SAS Nagar, Mohali has been provisionally allotted. The Payment Plan opted by the Complainants was the additional discount payment plan under which a discount of Rs.3,72,268/-, including 5% BSP through combo payment plan and GST/BSP discount was extended to the Allottee on the total sale consideration of the unit. This discount was granted in consideration of the Complainant's express consent and commitment to make timely payments for all installments and allied charges.

3.3 The Agreement for Sale/Allotment Letter contains certain critical instructions provided to the Allottees, the same are not reproduced for the sake of brevity. Copy of the Allotment Letter has been admitted and annexed by the Complainants as Annexure R-3. The same is not reproduced here for sake of brevity. However, some important clauses are reproduced briefly:

i) The Allottee(s) agrees that he shall pay the price of the said Unit and other charges calculated on the basis of super area vis-à-vis Unit area, which is understood to include its pro-rata share of the common areas in the Project.

ii) The Company has calculated the super area of the Unit on the basis of meaning given in clause 7 of this Allotment Letter. The Allottee(s) hereby agrees and understands that the calculation of the Super Area of his booked Unit.

iii) The Allottee(s) hereby agrees to pay to the Company in timely manner the Basic Cost, Additional Cost, Preferential location charges, other charges etc. as per the payment plan opted by the Allottee(s) in Annexure-B.

iv) It is understood and agreed by the Allottee(s) that the super area given in this Allotment Letter is tentative and subject to change upon approval of final building plan(s) and/or on completion of construction of the Project.

v) The Company shall try to complete the development/construction of the Unit/Project within 42 (Forty-Two) months from the date of signing of this Allotment Letter by the Allottee(s) or approval of the building plans, whichever is later and within such further extended grace period of 6 (Six) months. Completion of development of the Unit within such 48 months is subject to force majeure conditions.

3.4 The Complainants had availed a home loan from TATA Capital Housing Finance Limited (hereinafter referred to as "Bank" or ·'TCHFL"). Pursuant thereto, a Tripartite Agreement dated 16.09.2016 was executed between the Complainants, TCHFL, and the Respondent. As per the terms of the said agreement, the liability to repay the loan, including all instalments, rests solely upon the Complainants. Later on, the Complainants transferred their loan to State Bank of India and executed another Tripartite Agreement dated 19.07.2017. Copies of the Tripartite Agreement dated 16.09.2016 and 19.07.2017 are annexed herewith as Annexure R-4 and Annexure R-5.

3.5 The complainant defaulted in timely payments of the Unit, despite multiple demand notices and reminders. Almost every payment has been made by the complainants after the due dates. On account of their delayed payments, a total delay interest of Rs.1,47,205/- has accrued against the Complainants under Clause 1.12 and Sections 19(6) & (7) of RERA Act. True

copies of Demand Notices, reminder, and receipts are annexed herewith as Annexure R-6 (Colly). A copy of the Delay Interest Ledger payable by the Complainants is annexed herewith as Annexure R-7.

3.6 The respondent no.1 argued that period of completion under the allotment letter is not binding and reproduced the clause 40(a) page 10 of the allotment letter which state that the company shall try to compete the development/construction of the Unit/Project within 42 month from the date of signing of the allotment letter by the allottee or approval of the building plans, whichever is later and within such further extended grace period of 06 months. Further, the completion of development of the unit within 48 months is subject to force majeure conditions. The respondent stated that the calculation of period of construction should exclude 6 months extension given by RERA for covid-19. The respondent further stated that as per allotment letter, there was an indicative period which is an approximate period within which the respondent company will try to finish the construction unless it encounters force majeure events, delayed payment by the allottee or any other reason beyond the control of the company.

3.7 It is pertinent to note that, in accordance with Clause 7 of the allotment letter, the complainants agreed to pay the price of the Unit based on the super area, which encompasses the common areas within the project. It is also pertinent to note that, pursuant to Clause 8 of the Allotment Letter, the Complainants expressly acknowledged and agreed to the calculation method used for determining the super area of the Unit. Additionally, under Clause 9, the complainants consented to the payment plan detailed in Annexure-B of the Allotment Letter, which explicitly specifies the super area of the Unit and the corresponding price calculated based on that super area. Furthermore, Annexure-A, of the Agreement, explicitly states that the super area of the Unit is 1920 sq. ft. (178.37 sq. meters).

3.8 Respondent further stated that the Section 2(k) of the RERA Act defines "carpet area" as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. On the other hand, Super Area/Super Built-Up Area is the total area of the properly, including the built-up area, and common areas/utilities such as drainage, ventilators, entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all units, common areas such as entrance lobby, lifts, common corridors and passages, staircases. mumties, service areas including but not limited to machine room, security/fire control rooms, maintenance offices/stores etc. The super built-up area also includes the proportionate area of the amenities and facilities.

3.9. As per Annexure-A and Annexure-B of the Agreement, the total cost of the unit (not including taxes, statutory levies and other charges) is clearly mentioned as Rs.80,01,360/- including the basic cost of the unit, preferential location charges, maintenance security and government levies (not including taxes, registration charges, other charges and aforesaid cost is subject to the terms and conditions of the Buyer's Agreement). Further, complainants alleged that while registering the project on the RERA Website, the carpet area has been mentioned as 1263.03 sq. ft. in Tower CASPEAN-E, and consequently, they are entitled to refund of the differential amount corresponding to 657 sq. ft. In this regard, respondent submitted that this is a false and legally untenable averment made by the complainants. In the Buyer's Agreement, it is clearly mentioned that the "super area" of the residential unit in question is 1920 sq. ft. The "carpet area" of the unit in question is, and has always been 1263 sq. ft.

3.10 Respondent stated that it is also to be noted that the complainants defaulted in timely payments of the unit under the agreement entered into between the parties, despite multiple demand notices and call reminders being issued to them. Respondent also stated that the complainants have defaulted in making adequate timely payments. In this regard, Clauses 10 & 32 of the Allotment Letter/Buyer's Agreement clearly state that timely payments are of the essence of the contract between the parties. In the instant case, the Complainants have regularly and consistently failed to make the agreed-upon payments on time which proves that the Complainants themselves violated the clauses of the Allotment Letter, and thus, they cannot be allowed to take benefit of their own defaults.

3.11 The respondent in his reply argued that there is no mandatory stipulated date of possession under the Agreement, especially on account of non-timely payment of dues by the Allottees and force majeure circumstances. In this regard, clause 40(a) of the Allotment Letter stated that the Company shall try to complete the development/construction of the Unit/Project within 42 (Forth Two) months from the date of signing of this Allotment Letter by the Allottee(s) or approval of the building plans, whichever is later and within such further extended grace period of 6 (Six) months. Completion of development of the Unit within such 48 (Forty eight) months is subject to force majeure conditions and subject to timely payment by the Unit Allottee(s) or subject to any other reasons beyond the control of the Company. The counsel of the respondent also submitted that due to the unprecedented and unforeseeable calamity of COVID-19, the Respondent's work too was halted for a period of time and even after that could only resume at a snail's pace, given lack of availability of resources, personnel and labour at the time. In the present case, due to the lasting effect of COVID-19 that could not be foreseen by the promoter, being an Act of God, supply chains were interrupted and work could not resume at normal pace.

Finally, there was a slowdown in the availability of raw materials and labourers due to COVID-19 which was for reasons beyond the control of the company. All of these consequences only eased up in the latter half of 2023. Therefore, force majeure circumstances in the form of Covid-19 crippled the ongoing development at the project/unit in question, and due to this reason, the construction was delayed.

3.12 The respondent referred the decision of the Hon'ble State Consumer Disputes Redressal Commission, Chandigarh in its Judgment and Order dated 10.05.2023 passed in the cases of *Ramesh Kumar and Anr v. M/s Omaxe Chandigarh Extension Developers Private Limited and Ors., CC-9-2023* and *Ravinder Avasthi v. M/s Omaxe Chandigarh Extension Developers Private Limited and Ors., CC No. 10 of 2023*, wherein the SCDRC Chandigarh granted the benefit of extension of 09 months in the date of possession to the present Respondent.

Similar relief has also been granted by the Hon'ble SCDRC Punjab in *Raman Kumar and Anr. v. Omaxe New Chandigarh Developers Pvt. Ltd., CC-24-2023*. Even the Hon'ble National Consumer Disputes Redressal Commission in the case of *Kishore V. Patil v. M/s Marvel Zeta Developers Pvt. Ltd., Consumer Case No. 58 of 2022. D/d. 05.08.2024* has granted an extension of 16 months in the stipulated date of possession on account of the handicaps and challenges posed by COVID-19.

3.13 Respondent stated that in the present case/project, the price of a unit was decided at the time of application/provisional allotment, depending upon various factors such as the cost involved in building the project and the unit, position of the real estate market etc. This is why a total price is reflected in the documents. Pricing of units vary largely depending on their location, which floor they are on, what view they have, how close they are to the lift or the parking, materials used, cost of

construction, cost of labour, the state of the real estate market at the time it is being sold etc. Only after the full price is decided, it is broken down into a per sq. ft. figure in order to give the buyer an idea of how much he is spending. The total price comes first; the square footage division comes after. Therefore, it is the price of the total unit that is a determining factor, and in the present case, the price of the unit was indicated in the allotment letter, and was finalized in Clause 2 of the allotment letter. In both these places, it is the price of the entire unit that is stated. Once the price of the unit is agreed upon and accepted by the Complainants and they have signed the Agreement, they cannot legally expect the same to be reduced by retrospective application of a square footage rate by alleging that the unit should be chargeable on carpet area basis and not on super area basis.

3.14 Further, it is stated by the respondent that an agreement for sale cannot state that the total price of the unit based on the super area (and can only state it on the basis of the carpet area) is erroneous and legally untenable. As submitted above, the total price of the unit remains fixed regardless of whether it is to be expressed in terms of super area or carpet area. Expressing/Mentioning the price on the basis of super area or carpet area is a moot point, as the same would not affect the total price of the unit in any way. This is especially true in the present circumstances where the total price was agreed to between the parties at the time of submission of Application Form as well as in the Allotment Letter/Agreement for Sale. There is no mandate in the RERA Act to charge only for the Carpet Area and also there is no bar to charge for the Super Area.

3.15 There is no mandate in the RERA Act to charge only for the carpet area; further, there is no bar to charge for the super area. Under the RERA Act, there is no prohibition on charging as per any metric per square foot (super area or carpet area or any other basis). Once there is no bar under

the RERA Act and Rules to charge on the basis of Super Area, then it entirely depends of the Agreement executed between the parties, which in the present case, clearly provides for charging on the basis of super area.

3.16 The respondent also pointed out that the present complaint is liable to be dismissed as it is grossly time-barred having been filed beyond the stipulated period of limitation. Section 88 of the RERA Act specifically states that, "The provisions of this Act shall be in addition to, and not in derogation of, the provisions of any other law for the time being in force". Therefore, the broad principles relating to the law of limitation which are underlined in the Limitation Act, 1963 are applicable to this case.

4. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint. The counsel of the complainant also relies on the decision of the Hon'ble Supreme Court of India in the case of Haryana Urban Development Authority Vs Mrs Raj Mehta, Appeal (Civil) 5882 of 2002 dated 24.09.2024, wherein it was held that if the builder is at fault in not delivering possession of the units/plots by the stipulated date, it cannot expect the allottee(s) to go on paying instalments to it. The complainant's counsel stated that as per para 9.2 of the Model Agreement, the allottee is entitled to stop making further payments to the respondent company as demanded by them and also referred the decision of Hon'ble Supreme Court in the case of "Ireo Grace Realtech Pvt Ltd Vs Abhishek Khanna" civil appeal no. 5785 of 2019, wherein it was held that the incorporation of one-sided and unreasonable clauses in the Apartment Buyers Agreement constitute unfair trade practices. Thus, the Developer cannot compel the buyers to be bound by one-sided contractual terms contained in the Apartment Buyers Agreement. The counsel of the complainants also referred some other decision whose facts are not relevant to the facts of the instant case.

5. The representatives for parties addressed arguments on the basis of their submissions made in their respective pleadings as summarised above. I have duly considered the documents filed and written & oral submissions of the parties i.e., complainant and respondents on 19.03.2026. Matter was reserved for detailed order.

5.1 The complainants were allotted flat bearing No. TLC/CASPEAN-E/TWELFTH/1201, having area of 1920 Sq Ft/178.37 Sq. mtr on 12th Floor in Tower CASPEAN-E in Project named "THE LAKE", situated at Omaxe New Chandigarh having RERA Registration No. PBRERA-SAS80-PR0040 situated at Omaxe New Chandigarh. As per agreement dated 21.03.2015, the total price of the unit is Rs.80,01,360/- having super area of 1920 Sq feet. The date of possession is 20.03.2019. Total payment Rs.70,11,693/- is made till date out of this Rs.68,35,017/- was paid before 20.03.2019 i.e. due date of possession. As noted above valid possession was to be handed over to the complainant on or before 20.03.2019 including grace period and it is apparent on record that there is more than 6 years delay.

5.2 The plea of the respondent that the complainant has also make payment after due date and as per section 19(7) of the RERA Act, the complainant is liable to pay interest on his delayed payments at the rate prescribed in Rule 16 of the Rules of 2017. The contention of the respondent is partly acceptable in respect of interest pertains to the period before due date of possession can be adjusted against interest payable to the complainant by the respondent. Further, complainant is not liable to pay delay interest on the payments pertains to dates which falls after due date of possession i.e. 21.03.2019.

5.3 The complaints have raised the issue that the complainants have been illegitimately charged for Super Area i.e. 1920 Sq.Ft instead of Carpet Area measuring of 1263 Sq. Ft and also charged extra amount of Rs.25,84,246/-

in excess for 657 Sq. Ft. In this regard, it is pertinent to mentioned that the agreement/allotment letter was signed between the parties on 21.03.2015, which is prior to the enactment of RERA Act. The said agreement was signed by the complainant with open eyes and without any undue influence. There is no express provision in RERA Act that the agreement executed before enactment of RERA Act will be revised as per the Form 'Q' after registration of ongoing project with RERA Authority. Therefore, the contention of complainant on issue that price of the unit in on basis of super area is not acceptable.

5.4 Arbitration clauses in agreement cannot override statutory remedies available under RERA and the same had already been decided in many cases by this Authority i.e. GC No. 1462/2019 decided on 07.04.2021 titled as Satwant Boparai Vs. Omaxe Chandigarh Extension Developers Pvt. Ltd. Further, incorporation of one-sided and unreasonable clause in the Apartment Buyer's Agreement constitutes unfair trade practices as held by the Hon'ble Supreme Court decision titled 'Ireo Grace Realtech Pvt Ltd Vs Abhishek Khanna, civil appeal no. 5785 of 2019. Thus, the Developer cannot compel the buyers to be bound by one-sided contractual terms contained in the Apartment Buyers Agreement.

5.5 Further the argument raised by Counsel for the respondent that heavy discount of Rs.3,72,268/- was extended to the complainant. However, this argument has no force as it is the case of the complainant that he had opted for down payment plan under which he was entitled to this discount and the similar discount is given to all allottees of similar pedestal. The respondent offered the payment plans and the best was chosen by the complainant.

5.6 The respondent also argued that pandemic of Covid-19 occurred with effect from March 2020 onwards and possession as claimed by complainants was to be handed over on 20.03.2019 and this Authority had itself granted 6

months reprieve to the promoters. It is further the case of respondent that during the intervening period of March 2020 to July 2021 due to Covid-19, the construction was at snail's pace and respondent could not meet the dead line and prayed for six months exemption from payment of interest for the period of delay. He has also relied upon various orders of the competent Authorities in this regard. As per Agreement, due date for possession was 21.03.2019 which is well before the start of Covid-19 i.e. March, 2020. Hence non-performance of the promoter cannot be condoned due to Covid-19 lockdown in March-2020 in India, therefore no relief on this ground is allowed to the respondent.

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

6.1 Section 18(1) of the Act of 2016 is reproduced as under:

> *"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—*
>
> *(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*
>
> *(b) .....*
>
> ***Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed (emphasis supplied).***
>
> *(2) ....*
> (3) ...."

6.2 As a result of the above discussion, this complaint is accordingly partly accepted. The undersigned is of the considered view that complainants are

entitled for the receipt of interest from the respondent for the period of delay in handing over possession.

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

7.1 As a net result of the above discussion, this complaint is accordingly allowed and respondent is directed to pay interest under Section 18(1) of the Act of 2016 at the rate of 10.80% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 8.80% plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount paid by the complainant i.e. Rs.68,35,015/- w.e.f. 21.03.2019 the date agreed for handing over possession 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.

7.2 For the payment amounting Rs.1,76,676/- made after possession date i.e. 20.03.2019 interest under section 18(1) of the Act at the rate of 10.80% per annum w.e.f. date of respective payment to till the date of this order. The above interest be paid within the statutory time i.e. ninety days stipulated under Rule 17 of the Rules of 2017 from the date of receipt of this order.

7.3 Further, respondent is directed to obtain completion certificate/ occupation certificate at the earliest and hand over the possession of unit immediately. Respondent is also directed to pay interest @10.80% on amounting Rs.70,11,693/- paid by the complainant from date of issue of this order to the date of delivery of possession after taking completion certificate/ occupation certificate of the flat bearing No. TLC/CASPEAN-E/TWELFTH/1201, having area of 1920 Sq Ft/178.37 Sq. mtr on 12th Floor in Tower CASPEAN-E in Project named "THE LAKE", situated at Omaxe, New Chandigarh, Punjab or two months after getting the completion certificate by

competent authority whichever is earlier. As per record, respondent has neither furnished any Completion/Occupation Certificate from the competent authority nor offer any possession of unit to complainant so far.

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

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

10. The issue of cost of litigation has not been pressed during the course of arguments, so it is not being adjudicated upon.

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

27/4/26

(Binod Kumar Singh)
Member, RERA, Punjab