

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

Complaint No.0248 of 2025
Date of Institution :20.06.2025
Date of Decision: ~~28~~:04.2026

Mohinder Kumar Sharma, House no. 426/12, Basant Vihar,
Ambala, Haryana-134003

.... Complainant

Versus

1. M/s Omaxe Limited, 7, LSC Kalkaji, New Delhi, Delhi, Pin Code 110019.
2. Rohtas Goel, E-7, Ansal Villas, Village- Satbari Tehsil- Mahrauli, New Delhi-110074

.... 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-SAS79-PR0284)

Present: Shri Manisha Maggu Advocate for the complainant
Shri Vaibhav Narang, Advocate for the respondent

ORDER

Through this complaint, complainant seek issuance of direction to respondent to offer a valid offer of possession of the flat and also to pay interest at the prescribed rate on the amount of Rs.32,84,656/- deposited by complainant with respondent till the date of handing over physical possession.

2. Brief facts as submitted by complainant in her complaint are summarized below: -

2.1 Complainant has purchased an apartment no. OGDB/T12/ FOURTH/A/402 measuring 1230 sq. ft, on Fourth Floor, Tower No. T12, by making a payment of Rs.3,18,780 in the Project "OMAXE GREENS II"

situated at village Jharmari, Tehsil Derabassi, District SAS Nagar. An agreement in that respect was executed on 23.01.2020 between the complainant and the respondent promoter (Annexure C/1). The total sale consideration of the flat in question was Rs.32,84,656/- excluding GST (Annexure C/2). It was promised that possession of flat would be delivered by December 2020.

2.2 Till date complainant has paid a sum of Rs.33,26,252/-. There has been delay of more than 4 years in offering possession of the allotted unit by the respondent and the respondent has failed to complete the project and deliver the possession of the unit in question to the complainant within the stipulated period.

2.3 The respondent has unjustly demanding charges towards club facilities from the complainant, despite the fact that no such club has been constructed or made available in the project till date.

2.4 The respondent issued an offer of possession to the complainant on 22.05.2025 and the said offer was made without obtaining the requisite Occupancy Certificate.

2.5 It is the prayer of complainant

2.5.1 To direct respondent to offer a valid possession of Flat No. 2002 in "TRM/TOWER-2/TWENTIETH/2002" after obtaining Completion/Occupancy Certificate.

2.5.2 To direct respondent to pay interest at the prescribed rate on Rs.32,84,656/- from 31.12.2023, till delivery of actual physical possession of flat as per provisions of the RERA Act.

3. Upon notice, Shri Vaibhav Narang, Advocate appeared for respondent and submitted reply dated 22.01.2026 which is summarized below: -

3.1 Respondent admitted allotment of Flat No. TRM/Tower-2 /Twentieth /2002, having super area 1230 sq. ft in the project "The Royal Meridian". The subject unit is Apartment No. OGDB/TI2/FOURTH /A/402 (super area 1230 sq. ft.), which was booked by the original Allottee Sh. Ankur Bansal in June 2019 and transferred in favour of the Complainant on 24.09.2019. The said unit has been allotted to the Complainant vide the registered Agreement for Sale dated 23.01.2020 (Annexure C/1). The total sale consideration was Rs.33,46,252 (excluding GST), payable under a Construction Linked Payment Plan as detailed in Schedule C-2 of the Agreement.

3.2 As per agreement dated 23.01.2020, delivery of possession of unit by the Promoter under Clause 7.1 promised by December 2020, subject to force majeure provisions in Clause 7.1, which include calamities such as pandemics, wars, floods, or any events beyond the Promoter's control.

3.3 Physical possession of the unit was successfully handed over to the Complainant on 15.12.2025, following the issuance of the Occupancy Certificate (OC) by the competent authority on 29.05.2025. The Complainant has duly executed a Handing/Taking Over Certificate (Annexure R/2).

3.4 Delay in project completion and possession delivery was primarily attributable to majeure events, notably the Covid-19 Pandemic, from March 2020 to mid-2022, which imposed nationwide lockdowns, restrictions on construction activities, labour shortages, and global supply chain disruptions. Both the Central Government and State Governments, including Punjab, issued notifications recognizing COVID-19 as a force majeure event, granting automatic extensions to project timelines. Relevant Government Notifications and RERA Circulars are annexed herewith as Annexure R/4. It is humbly submitted that Punjab RERA has

consistently upheld such extensions in similar cases, absolving promoters from liability for interest during this period. The Respondent proactively updated allottees on these challenges and resumed work diligently post-restrictions, leading to successful completion.

3.5 The Complainant himself contributed to delays by consistently defaulting on payment obligations under the Construction Linked Plan. Multiple reminders were issued for overdue instalments. As per Clause 7.3 of the Agreement, such defaults entitle the Promoter to extend possession timelines proportionally and charge interest at the prescribed rate (SBI's highest MCLR + 2%).

3.6 Respondent further stated that no unjust or premature demands were made for club charges or other amenities. The common clubhouse for Phases I and II is fully operational, with events conducted therein, and the gymnasium/games area is complete, set for RWA operations to begin soon.

3.7 The preliminary offer of possession dated 22.05.2025 (Annexure C/4) explicitly stated it was for final finishing touches, pending OC. It would be pertinent to mention here that in this case the final OC has come on 29.05.2025 itself, just a week after offer of possession. The complainant has deliberately not annexed the complete offer of possession and has left to attach the full statement of account showing his dues of Rs. 2,39,170/- and reminders dated 06.06.2025. This clearly shows that in entire complaint, complainant has tried to suppress the material facts from this Hon'ble Authority and has only misled this Hon'ble Authority by creating and painting a false picture. A copy of the OC dated 29.05.2025 is annexed herewith as Annexure R/5. A copy of the complete offer of possession dated 22.05.2025 is annexed herewith as Annexure R/6. Even after sending the demand the complainant did not make the payment and then

the answering respondent again send the reminder dated 06.06.2025 for making payment. A copy of the reminder dated 06.06.2025 is annexed herewith as Annexure R/7.

4. The undersigned heard arguments of both the counsels on the stipulated date.

5. It is argued by complainant that he had paid Rs.32,84,656/- against the total sale consideration of Rs.33,26,252/- (excluding GST). As per clause 7.1 of the agreement dated 23.01.2020 possession of the flat was to be delivered December,2020. However, possession of the unit has been handed over to complainant on 15.12.2025. It is her prayer that respondent be directed to pay interest at the prescribed rate of interest i.e. MCLR of SBI + two percent.

6. Counsel for respondent reiterated the contents of his reply and stated that the Government has further extended a period of 6 months for all real estate projects.

7. The undersigned considered the rival contentions of both the parties. It is established on record that till filing of complainant possession has not been handed over to complainant of his flat No. OGDB/T12/FOURTH/A/402 measuring 1230 sq. ft, on Fourth Floor, Tower No. T12 in the project "OMAXE GREENS II" situated at village Jharmari, Tehsil Derabassi, District SAS Nagar by respondent. It is clearly mentioned in Clause 7.1 of the agreement dated 23.01.2020 that possession of the flat will be handed over to complainant by December,2020. However, respondent failed to do so. The respondent issued an offer of possession to the complainant on 22.05.2025, however, the said offer was made without obtaining the requisite Occupancy Certificate. The occupation certificate from competent authority was received on 29.05.2025 i.e. after issuance of possession

offer letter dated 22.05.2025. Thereafter, complainant has taken possession of the unit on 15.12.2025.

8. 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 by December,2020 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 Mid- 2022 due to Covid-19, the construction was at snail's pace and respondent could not meet the dead line and prayed for exemption from payment of interest for the period of delay. He has also relied upon various orders of the competent Authorities in this regard.

8.1 It is a matter of record that Hon'ble Real Estate Appellate Tribunal, Punjab vide its order dated 22.08.2022 in Appeal No.100 of 2021 titled as "Hero Realty vs Arun Premdhar Dubey" held that due to force majeure on account of Covid-19, "a benefit of at least 4 to 5 months on account of force majeure should be afforded to the developer to absolve him of the liability of completing the projects within the timeline prescribed". In view of above position the period of 4 months of *force majeure* has to be excluded from the period of delay in handing over possession to the complainant, order accordingly.

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. Thus, this case is accordingly squarely covered within the definition of Section 18 of the Act 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) ..

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. In view of above discussion and legal provision, this complaint is allowed and it is held that complainant is entitled to interest for the period from 01.01.2021 till the date of valid possession of the flat.

10.1 As a 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 i.e. 8.80% plus two percent) prescribed in Rule 16 of the Rules of 2017 on the amount of Rs.3,41,714/- paid by complainant before due date of possession i.e. 31.12.2020, with effect from 01.01.2021 to 15.12.2025 (minus four months being force majeure event as discussed in para 8.1 above). In respect of payment received by respondent after due date of possession i.e. 31.12.2020, the interest will be paid to complainant from the respective date of payment to 15.12.2025 on the same rate of interest as mentioned above. The arrear of interest would 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 and submit the compliance report.

11. It may be noteworthy that in case compliance report is not submitted by respondent after the expiry of above stated period and further any

failure to comply with or contravention of any order, or direction of Authority may attract penalty under Section 63 of this Act of 2016.

12. The complainant is also directed to submit report to this Authority that they have received the amount of interest as directed in this order.

13. File be consigned to record room after due compliance.

Binod Singh
28/4/26

(Binod Kumar Singh)
Member, RERA, Punjab

Rera, Punjab