

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

Complaint No. GC No. 0358 of 2025

Date of Institution: 04.09.2025

Date of Decision: ~~23~~ 10.2026

Urmila Arya, 068 Narbada House Gali no. 2, Dev Colony Rohtak
Haryana-124001

...Complainant

Versus

1. Phenomenal Construction Private Limited through its director Prabhjot Singh, SCO.No. 4, Rosewood Estate, Gulabgarh Road, Derabassi Distt SAS Nagar Mohali, Punjab-140507
2. Suraksha Enclave Ipan Real Estate Pvt Ltd, 10-58 Second Floor, Kiriti Nagar, West Delhi-110015

(PBRERA-SAS79-PR0489)

...Respondent

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

Present: 1. Ms Simran Singh and Sh Mumkin Ahmed, Advocates for complainant,
2. Ms Manisha Maggu, Advocate for the respondents.

ORDER U/s 31

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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 04.09.2025 by the complainant in her individual capacity against the respondent seeking following reliefs:

- 1.1 Respondents be directed to pay interest for delayed possession as per the RERA Rules on the amount paid, i.e. Rs.10,35,000/-, till the date of Actual Legal Possession after obtaining OC/CC from the competent Authority.
- 1.2 Respondent be directed to handover physical legal possession of the plot in question after obtaining OC/CC from the Competent Authority.
- 1.3 Promoter shall be liable to a penalty u/s 61 for contravention of the provisions of the RERA Act.
- 1.4 Respondent be directed to Pay Rs.1,50,000/- as the cost of litigation.
2. The complainant submitted the following points in his complaint:
 - 2.1 The complainant has purchased Plot No. B-208 vide allotment letter dated 06.09.2019, having an area of 100sq. yards, in the Project "Suraksha Enclave Township (BELLA VISTA-2), situated at villlage Gholumajra Teh. Derabassi, Distt. Mohali SAS Nagar. Copy of the provisional allotment letter dated 06.09.2019 is annexed as Annexure C-1 of the Complainant. Builder buyer's agreement was executed on 20.09.2019. Total sale price of the plot no. B-208 was fixed at Rs. 10,35,000/- as per the agreement to sell dated 20.09.2019. Copy of the builder buyer's agreement dated 20.09.2019 is annexed as Annexure C-2.
 - 2.2 Complainant had paid 100% consideration i.e. Rs.10,35,000/ as per schedule of the builder buyer's agreement. The copy of the payment receipts is annexed as Annexure C-3. as per Clause 21 of the builder-buyer's Agreement dated 20.09.2019, the possession of the unit was to be delivered within 24 months from the date of allotment.
 - 2.3 Complainant further stated that the respondent company did not offer any legal possession till date and the project has been indefinitely

delayed. Complainant further submitted that the respondent company has illegally compelled the complainant to execute the conveyance deed of the plot in favour of the complainant without first obtaining the mandatory Completion Certificate/Occupation Certificate from the competent authority and no valid offer of physical possession has ever been made, as the project remains incomplete by the statutory authorities.

2.4 Complainant also stated that they have visited and contacted the answering respondent repeatedly through various calls as well as in person to get actual legal possession of the unit along with the delayed period interest of the abovementioned plot, a legal notice dated 21.06.2025 has been served upon the Respondent-promoter on above said issues.

3. Notice of the complaint was served on the respondent who has filed a detailed reply dated 27.04.2026.

3.1 Respondents admitted that the complainant booked Plot No. B-208 measuring 100 yards in Suraksha Enclave (BELLA VISTA II) vide Provisional Allotment Letter dated 06.09.2019 and Agreement to Sell dated 20.09.2019 executed between the Complainant and the Respondent. Respondents further submitted that as clause 21 of the agreement dated 20.09.2019, the Company was ought to offer the possession of the said Plot to the Buyer within 24 Month+ 6 Month Grace Period and shall execute a conveyance deed in respect thereof (Conveyance Deed) upon the Buyer accepting the offer of possession in writing, as decided by the Company. Accordingly, the said plot was to be handed over through execution of the conveyance deed on 15.06.2021, furthermore, Clause 3 of the said conveyance deed specifically records that physical possession of the plot has been delivered to and accepted by the Complainant.

- 3.2 Respondent also submitted that the project is fully developed and equipped with essential infrastructure and basic amenities, including water supply, sewerage system, and other necessary services. The same is further substantiated by the fact that various allottees have already commenced construction on their respective plots.
- 3.3 Respondent relied upon the judgment in NUPUR HINGAD VS EMMAR MGF LAND LTD (GC No.1487/2019 decided on 09.07.2021) has unequivocally held that an objection regarding invalidity of possession on the ground of non-obtaining of Completion certificate or occupation certificate can be entertained only till such time as possession is not taken by the allottee. Once possession is obtained, the allottee is estopped from subsequently raising such a plea. Respondent also referred the cases of NEHA P. DESAIR VS BARNA.LA BUILDERS AND PROPERTY CONSULTANI'S, PRAMOD MEHTA VS JANTA LAND PROMOTERS PVT. LTD and NEETIKA SHARDA VS M/S BAJWA DEVELOPERS wherein it has been held that acceptance of possession and execution of conveyance deed disentitled the allottee from claiming interest for delayed possession on the ground of absence of OC or incomplete amenities.
4. Complainant filed her rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint. Complainant pointed out the Section 17 of the RERA Act stated therein that the promoter is obligated to execute the conveyance deed and hand over the physical possession of the plot/flat to the allottee in accordance with law. Complainant also relied upon the decision of the Hon'ble Supreme Court in Wg. Cdr. Arifur Rahman Khan & Aleya Sultana v. DLF Southern Homes Pvt. Ltd. has specifically held that mere execution of a conveyance deed/sale deed does not bar an allottee from pursuing claims for compensation arising out of delayed possession or deficiency in service.

4.1 Complainant also relied upon decision of Haryana RERA Appellate Tribunal in the case M/s Sabha Limited v. Chander Shekhar Sachdeva Appeal No. 649 of 2021, in which the Hon'ble Tribunal held that the rights created in favour of the respondent allottee cannot be waived by signing agreements, as at the time of signing such agreement the allottee was under pressure and the appellant was in a dominant position; accordingly, such one-sided clauses executed under duress have no value in the eyes of law. The Complainant also relied upon the judicial pronouncement of Hon'ble Allahabad High Court, Lucknow Development Authority, Lucknow Through Authorized Signatory Rohit Singh v. Sushma Shukla (2026) wherein the Hon'ble Court observed that a builder creates a "take it or leave it" situation, leaving the flat/plot purchaser with no real choice, and that such settlements are ordinarily executed under duress.

5. The undersigned heard arguments of both the parties on 03.09.2026. On the basis of their submission made in their pleadings as summarised above. I have duly considered the documents filed and written & oral submissions of the complainant.

5.1 The Complainant has purchased Plot No. B208 vide allotment letter dated 06.09.2019, having an area of 100 sq. yards, in the Project "Suraksha Enclave Township (BELLA VISTA-2), situated at villlage Gholumajra Teh. Derabassi, Distt. S.A.S. Nagar (Mohali) from the developer. As per agreement due date of possession was 20.09.2021. The conveyance deed was executed on 15.06.2021 and as per clause 3 of conveyance deed physical possession was handed over to and accepted by the complainant. Cases referred by the respondent not similar on facts, pertains to claim of the compensation and signing of agreement. However, the RERD Act deals with interest on delayed possession as per prescribed rate of interest as defined in the provisions of the Act. The moot question lies whether if the allottees has taken

possession and promoter has no Occupation certificate from the competent authority, whether the possession be considered a legal possession of paper possession. It is always advice able that possession of plot/unit should be taken when the builder has all clearance from competent authority including occupation certificate/completion certificate. Since the promoter has completed his obligation and executed deed in respect of plot in favour of the complainant and in conveyance deed it is specifically mentioned that the physical possession has been handed over. Then there no doubt about genuineness of possession. The judicial pronouncement relied upon by the Complainant certainly allows the allottee to claim interest if the possession is not given on time and compensation for duress etc. In the instant case there is no delay in giving possession along with Conveyance Deed thus interest u/s 18 of RERD act does not arise.

5.2 Accordingly, after considering the complaint, reply, rejoinder, documents placed on record, written submissions and arguments advanced by both sides, this Bench finds no merit in the present complaint and the same is disposed and filed.

5.3 In view of above, complaint is hereby disposed of, with liberty to claim compensation from competent authority for any deficiency in the services from the builder/promotor, if she deems fit to do so.

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


23/10/26
(Binod Kumar Singh)
Member, RERA, Punjab