

Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018

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

Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in&pachairrera@punjab.gov.in

1. Complaint No. :- GC No. 0364/2023

2. Name & Address of the complainant (s)/ Allottee Sh. Dev Singh Negi, R/o Village & PO Rarang, Near Rest House, Tehsil Moorang, Kinnaur, Himachal Pradesh – 172116.

Name & Address of the respondent (s)/ Promoter
 M/s Omaxe Chandigarh Extension Developrs Pvt Ltd, Omaxe City, 111th Milestone, Near Bad ke Balaji Bus Stand, Jaipur- Ajmer Expressway, Jaipur, Rajasthan – 302026.

4. Date of filing of complaint :- 05.10.2023

 Name of the Project :- Phase-3 Development of Mega Residential Project, Omaxe New Chandigarh, Distt. SAS Nagar (Mohali).

6. RERA Registration No. :- PBRERA-SAS80-PR0033

7. Name of Counsel for the :- Sh. Chirag Bhagat, Counsel for the complainant complainant, if any.

8. Name of Counsel for the :- Sh. Gautam Goyal, Counsel for the respondents respondents, if any.

Section and Rules under :- Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. Which order is passed State RERD Rules, 2017.

10. Date of Order :- 30.10.2025

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 05.10.2023 has been filed by Sh. Dev Singh Negi (hereinafter referred as the 'Complainant' for the sake of convenience and brevity) u/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'RERD Act, 2016' for the sake of convenience and brevity) read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules' for the sake of convenience and brevity) before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority' for the sake of convenience and brevity) seeking interest towards the delayed period of offering of possession amounting to Rs.6,53,608/- alongwith refund of an amount of Rs.2,55,157/- paid by the complainant in excess relating to a RERA registered project namely Phase-3 Development of Mega Residential Project,Omaxe New Chandigarh, Distt. SAS Nagar (Mohali) promoted by M/s.Omaxe Chandigarh Extension Developers Pvt. Ltd. (hereinafter referred as the 'Respondents' for the sake of convenience and brevity).



2. The brief gist of the complaint, as alleged by the complainant is that the complainant had booked a first-floor flat (Unit No. CRC/448K3/FIRST/2) in the respondent's project "Integrated Residential Township Phase-3 [Celestia Royal]" at Chandigarh through application dated 16.03.2016 and made payments totaling Rs.74,41,311/- as per the Agreement to Sell dated 16.07.2018, under which possession was contractually assured on 31.07.2020. For ready reference, Schedule D of the Agreement for Sell is attached herewith for ready reference:-

	SCHEDULE-D PAYMENT PLAN OF THI	E UNIT.	CHRICE	
E101	PAYMENT SCHEDUL	.E		
S.No	Payment line Desc	Amount	ST/GST	nuomA latoT
1	At The Time of Beaking	289,603 43	10,464.57	300,000
2	On 60 Days of Booking (Lase Booking Amount)	612,665.47	26,647.90	639,243.3
3	On Afetment & Start of Construction	601,400.00	27,083.03	628,463 8
4	On Completion of Plinth Level	461,050.48	14,126.06	508,178.6
	- Part Of Interest Free Mainteinvence Security	10,000.00	0.00	10,000.0
	- Pert Ot Power Backup Equipment Cost	44,643.00	3.565.76	51,947 1
	- Part Of Chilp Mambarship Charge	75,000.00	13,231,60	86,241.7
	- Part Of External Development Charges	66,562.50	0.00	42,002 \$
\rightarrow	- Part Of Covered Car Parking-1	144,643.00	17,327.58	161 732 0
5	On Ceating of 5th Reof	601,450.60	72,168.07	873,584 6
6	On Casting of Upper Ground Floor Roof	451,050.46	64,156.08	505,176 5
	- Part Of Covered Car Parking-1	150,348.34	18,029.80	(68,278.1
	- Part Of Club Membership Cherge	76,460.03	13,766.20	90.258.2
	- Pert Of Power Backup Equipment Cost	49,261.64	5,791 40	54,053 0
	- Part Of Interest Proc Mainteinering Security	10,000.00	0.60	10,000.0
	- Part Of Enternal Development Charges	89,062,50	0.00	89,042 %
7 (On Offer Of Passession (#)	3,007,003.00	360,840.36	3,387,843 3
- 	TOTAL	6,762,131,00	679,180,00	7,441,311,00

- Note: =
 1. The afore-stated Additional Discount Payment Plan on the Basic Sale Price has been offered to me/ us in lieu of my/ our consensus to make timely payment of installments and other atted cost. In case of my/ our failure to make timely payment of installments, timely payment of installments, the heraby authorize the promoter to withdraw such rebate/ discount/ concession etc. and demand the payment of such discount amount as a part of sale consideration amount, which tiwe hereby agree to pay immediately.
 - Notwithstanding the stages of avent mentioned in construction Linked Payment Plan, the Promotor may change the sequence of construction events to speed-up the development of the said Unit and shall demand for payment for that stage of construction from the Applicant and the Applicant hereby agrees to pay the same as per demand.
 - 3. Applicable Goods and Service Tax (GST) is payable along with each installment.
 - Under the provisions of Section 194 (1A) of the Income Tax Act, 1961 if total sale consideration of any property
 exceeds Rs.50 Locs then the Customer shall have to deduct and deposit TDS @ 1% against each and every
 payment to the Company.

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19.09.2016 Rs. 189505 + 10,494 19.09.2016 Rs. 6,28,463
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27.01.2019 Rs. 1515073
09.04.2019 Rs. 10.06723
15.06.222 Rs. 2600,000 + 831860

2.1. It is further alleged that despite timely payments and repeated communications, the respondent failed to deliver possession within the agreed

timeframe, and the unit was handed over only on 28.09.2022, with the conveyance deed registered on 22.03.2023. The complainant, having incurred a monthly rental expenditure of Rs.18,000/- due to the delay, is entitled to interest towards delayed possession amounting to Rs.7,93,108/-, after accounting for the Rs.1,39,500/- already paid by the respondent, and also seeks refund of Rs.2,55,157/- for the excess amount paid.

3. In response to the complaint, the respondent filed its reply and submitted that the present complaint is false, frivolous, misconceived, and filed with *malafide* intent, despite the complainant having accepted all due benefits under a duly executed settlement deed dated 27.09.2022 and confirming final settlement of accounts in the sale deed dated 22.03.2023. For ready reference, the copy of settlement deed (*supra*) as well as relevant extract of the conveyance deed (*supra*) is attached here as under:-

> SETTLEMENT DEED DATED 27.09.2022:-

23 SETTLEMENT DEED

THIS SETTLEMENT DEED is executed at Chandigarh on this 27 day of Seb 2022

BETWEEN

AND

DEV SINGH NEGI R/O VILLAGE & P.O.-RARANG, NEAR-REST HOUSE, TEH-MOORANG KINNAUR HIMACHAL PRADESH which expression shall unless repugnant to the context, include her heirs, successors, executors, administrators, legal representatives, nominee(s) and assignees of the SECOND PART:

WHEREAS the First Party is a real estate developer of repute and have a Residential Township Project known as "Calestia Royal Chandigarh" (hereinafter referred to as "said Project") to be developed on land falling in the revenue estate of Villages Kansala, Parol, Kartarpur, Rani Majra, Takipur, Boothgarh, Dhode Majra, Resoolpur and Bhagat Majra, in Mulianpur, SAS Nagar, Punjab.

AND WHEREAS the Second Party booked a Residential Unit of 1875.00 sq ft in the said Project. The first party, vide allotment letter dated 16.JUL-2018, had provisionally allotted the second party, the unit bearing no. CRC/448K3/FIRST/2 measuring approx. 1995.00 sq ft having total consideration / cost of Rs.71.70,641/- (Inclusive of all additional charges except Stemp Duty, Registration Fee, Legal Charges & DOVS Charges etc.) Accordingly, the Second Party made the payments towards the said plot on various dates and a total payment of Rs.59,69,215/- was paid by the second party till date.

AND WHEREAS the Parties are now interested to amicably settle their differences with regard to the said Unit/Plot, and the parties herein confirms that they are executing this Settlement Deed with full knowledge of all future effects which may arise due to signing of this deed and they are not under any influence and pressure either from the First Party or from anybody else;

a. That the parties have agreed that the first party shall adjust an amount of Rs.1,39,315/- (in unit cost) against delayed possession penalty in account of second party and balance payment of Rs.71,706/- to be paid by the second party as full and final settlement of all types of claims whatsoever name called. The second party will not claim any further amount regarding delay possession/handover penalty. Further second party also confirm that second first party till actual physical handover of unit in future.



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- b. That the parties have agreed that the first party shall waive off interest on delayed payment amounting to Rs.2,68,527/- and confirm that first party shall not claim any amount regarding interest on delayed payment from second party as all the differences have been settled as full and final settlement.
- c. That the Second Party undertakes to pay stamp duty, registration fees and other charges for execution and registration of Conveyance Deed or any other documents for the new unit as per the Terms of Allotment letter as and when demanded by the First Party. If second party transfers the said unit any third party so third party also has no right to claim any compensation from first party regarding the said unit. Now all issues have been amicably settled on the basis of above full and final settlement.
- d. That the Second Party undertakes not to claim any other relief as sought with regard to the unit/plot, against the first party in any Court of Law after signing of said settlement. All such claim shall be considered duly satisfied and hereby stands resolved/ cancelled;
- That the second party hereby undertakes that the second party shall not file any kind of litigation with regard above mentioned unit/plot.
- f. After execution of this Settlement Dead, the Second party undertakes not to claim any right, lien, interest, expense, right of purchase, delayed possession penalty, compensation etc. of any kind or nature whatsoever, from the First Party and /or any other person(s) in future towards unit/plot no. CRC/448K3/FIRST/2 in the said Project;
- g. That both the Parties undertakes that after execution of this Settlement deed it will not drag any Party into any litigation regarding disputes of what so ever nature which may presently remain unresolved or arise in future. Both the parties shall indemnify to each other that they will not claim any loss/dispute or litigation after the settlement.
- h. The Second Party/ confirms that they are executing this Deed with full knowledge of all future affects which may arise due to signing of this settlement deed and they are not under any type of influence and pressure either from the First Party or from anybody else;
- i. It is agreed between the Parties that neither the Second Party nor anybody claiming through them shall create any further disputes or shall file any complaint/ suit in any government or judiciary or quasi-judicial authorities for any amount from the First Party at any point of time. If the Second Party files any complaint/ suit violating the terms and conditions of this deed then the Second Party shall be liable to pay all the cost and expenses including but not limited to Advocate Fees, Court Fees, Documentation Charges, Clerk Charges etc., to be after this settlement.

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- j. The second party also confirms that all the claims stated in his previous letters and notices (if any) stand satisfied with execution of this deed.
- k. The Second Party confirms and assures that the present understanding between the parties will not be disclosed to any third party or person and agrees to maintain confidentiality regarding the present deed.
- That the Second Party confirms that they have not entered into any further agreement, contract, understanding etc. with any person for assignment of allotment right in the said Property, nor have created any liens, charges, mortgages, encumbrances etc. on the said Property.
- m. This deed between the parties and supersedes all prior oral or written negotiations between the parties with respect to the subject matter hereof. No modification, variation or amendment to this deed will be effective unless made in writing and signed by duly authorized representatives of each of the parties. Both Parties make no representation or warranty to each other, except those specifically set forth herein and discisim all warranties, express or implied.

IN WITNESS WHEREOF, the parties have put their respective hands on this Doed without any force, fraud or undue influence after reading and understanding its contents in the presence of following witnesses:

For Omaxe New Chandigarh Dev. Pvt. Limited

(Authorised Signatory)

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> CONVEYANCE DEED DATED 22.03.2023:-

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3.1. The alleged delay in possession, originally due on 31.07.2020, occurred due to force majeure conditions arising from the Covid-19 pandemic, which caused a

complete halt in construction activity, disruption of supply chains, and closure of government departments required for approvals. The Respondent resumed construction immediately after lockdown restrictions were lifted, obtained the occupation certificate for the unit on 27.04.2022, and offered possession to the complainant on 28.04.2022, which was taken on 28.09.2022. Prior to possession, compensation of ₹1,39,315/- was adjusted against delayed possession penalty, and interest of ₹2,68,527/- on delayed payments was waived, amounting to a total benefit of ₹4,07,842/-, which was accepted by the complainant without objection, while expressly undertaking not to claim any further amount or initiate litigation regarding delayed possession. For ready reference, relevant extract of the settlement dated 27.09.2022 is attached hereunder:-

AND WHEREAS the Parties are now interested to amicably settle their differences with regard to the said Unit/Plot, and the parties herein confirms that they are executing this Settlement Deed with full knowledge of all future effects which may arise due to signing of this deed and they are not under any influence and pressure either from the First Party or from anybody else;

a. That the parties have agreed that the first party shall adjust an amount of Rs.1,39,315/- (in unit cost) against delayed possession penalty in account of second party and balance payment of Rs.71,706/- to be paid by the second party as full and final settlement of all types of claims whatsoever name called. The second party will not claim any further amount regarding delay possession/handover penalty. Further second party also confirm that second party shall not claim any further amount regarding delay possession/handover penalty from first party till actual physical handover of unit in future.

- 3.2. The complainant had also defaulted in payment of installments, for which reminders and cancellation notices were issued, but the allotment was continued as a goodwill gesture. Thus, the complaint is based on suppressed and misleading facts, and in view of the settlement deed, sale deed, force majeure conditions, and prior acceptance of compensation, the Respondent is entitled to dismissal of the complaint with costs.
- 4. The violations and contraventions contained in the complaint were given to the representative of the respondents to which they denied and did not plead guilty. The complaint was proceeded for further inquiry.
- 5. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint.



- That 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.
- 7. The complainant has alleged that despite having made all payments as per the Agreement to Sell, the respondent failed to hand over possession of the unit by the agreed date, i.e., 31.07.2020. It is contended that possession was delivered only in September 2022, i.e., after a delay of more than two years, which caused financial hardship to the complainant, who was constrained to incur rental expenditure. It is further submitted that the Settlement Deed dated 27.09.2022 was executed under coercion and compelling circumstances, as the respondent refused to hand over possession unless the complainant agreed to sign the settlement document. It is alleged that the complainant was forced to waive his rightful claim to statutory interest under Section 18 of the RERA Act. The complainant submits that such waiver is invalid in the eyes of law, as statutory rights under RERA cannot be contracted out or surrendered. The complainant also disputes the applicability of the respondent's plea of force majeure arising from the Covid-19 pandemic. It is submitted that the lockdowns were temporary and restricted to limited periods during 2020 and 2021 and do not justify the prolonged delay of more than two years in handing over possession. It is further argued that the respondent's reliance on the occupation certificate dated 27.04.2022 and subsequent possession offer does not absolve it of liability for the period beyond the stipulated date of possession. The complainant therefore prays for grant of interest for the delayed period as per the provisions of Section 18 of the RERA Act, along with refund of excess payments, if any.
- 8. The respondent has denied all allegations of coercion and delay beyond its control. It is contended that the delay, if any, was due to *force majeure* conditions arising from the Covid-19 pandemic, which led to disruption of construction work, shortage of labour, delays in approvals, and closure of government offices. It is submitted that the construction resumed immediately after restrictions were lifted, and the project was completed in due course. The occupation certificate was obtained on



27.04.2022, whereafter possession was duly offered to the complainant on the same day. The respondent submits that the complainant voluntarily executed the Settlement Deed dated 27.09.2022 after due deliberation, wherein both parties mutually settled their accounts. As per the said settlement, compensation payable for the delay was adjusted, and the complainant accepted the same in full and final satisfaction of his claim, while waiving any right to raise further disputes. The complainant also executed a Conveyance Deed dated 22.03.2023 confirming receipt of possession and completion of all obligations under the agreement. The respondent has further argued that the present complaint, filed on 05.10.2023, is an afterthought, devoid of merit, and an abuse of process. It is emphasized that the complainant deliberately concealed the existence of the Settlement Deed dated 27.09.2022 while filing the complaint, thereby suppressing a material fact. The respondent contends that having voluntarily executed the settlement and conveyance deed without any contemporaneous protest or legal notice alleging coercion, the complainant is now estopped from reopening the matter or seeking any relief under the RERA Act.

The admitted and undisputed facts of the case reveal that the complainant 9. booked a first-floor flat bearing Unit No. CRC/448K3/FIRST/2 in the project developed by the respondent company, M/s Omaxe New Chandigarh Developers Pvt. Ltd. through an application dated 16.03.2016. Subsequently, an Agreement to Sell was executed between the parties on 16.07.2018. As per Clause 7.1 of the said Agreement, the due date of possession of the said unit was stipulated as 31.07.2020. The complainant paid a total amount of ₹74,41,311/- towards the total sale consideration in terms of the payment 'Schedule D' annexed to the Agreement to Sell. The respondent obtained the Occupation Certificate from the Competent Authority on 27.04.2022, and on the same date, i.e., 27.04.2022, offered possession of the unit to the complainant. Thereafter, a Settlement Deed dated 27.09.2022 was executed between the complainant and the respondent, wherein both parties mutually agreed to settle their claims interse in respect of the said unit. The said Settlement Deed recorded that the complainant accepted the compensation payable by the respondent towards delay, and both parties agreed that all mutual claims stood satisfied. Subsequent to the said settlement, a Conveyance

Deed was also executed and registered on 22.03.2023 in favour of the complainant,

thereby transferring title and ownership of the unit to him. It is further an admitted fact that the present complaint was filed by the complainant before this Authority on 05.10.2023, i.e., after taking possession, execution of the settlement deed, and registration of the conveyance deed. It is also apparent from the record that the complainant did not annex or disclose the Settlement Deed dated 27.09.2022 along with the complaint, and the existence of the same came to light only through the reply filed by the respondent.

- 10. This bench has examined the pleadings, documents, and submissions of both parties and finds as follows:
 - i. It is an admitted fact that as per the Agreement to Sell 16.07.2018 executed between the parties, the due date of possession of the unit was 31.07.2020. The respondent has placed on record a copy of the Occupation Certificate dated 27.04.2022 issued by the Competent Authority and has also produced evidence showing that possession was offered to the complainant on the same date, i.e., 27.04.2022. It is also not disputed that thereafter, on 27.09.2022, a Settlement Deed was executed between the parties whereby all claims and disputes were mutually resolved, and subsequently, a Conveyance Deed was executed and registered on 22.03.2023 in favour of the complainant.
 - ii. The complainant has not produced any correspondence, contemporaneous record, or communication addressed to the respondent or any authority at the time of possession, settlement, or conveyance deed alleging coercion, protest, or reservation of rights. There is also no evidence on record of any agitation or objection raised by the complainant during or immediately after execution of the settlement deed or conveyance deed. The complaint has been filed nearly six months after execution of the conveyance deed and more than a year after the offer of possession, which prima-facie reflects that the grievance raised is an afterthought.
 - iii. It is further observed that the complainant did not annex the Settlement Deed dated 27.09.2022 with the complaint, despite being fully aware of its execution. The said document came to light only upon filing of the respondent's reply. This concealment of a material document amounts to suppression of facts, which materially affects the credibility and maintainability of the complaint.
 - iv. Under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, a promoter is liable to pay interest for delay in handing over possession beyond the agreed period, unless the delay is due to reasons beyond his control. However, the exercise of such right by an allottee must be bona fide



and not contrary to his own conduct or contractual acknowledgment of satisfaction. In the present case, after having accepted possession, executed a settlement acknowledging full satisfaction, and thereafter executed a conveyance deed confirming completion of all obligations, the complainant cannot subsequently invoke Section 18 to reopen a settled claim.

- v. The Authority also notes that there is no substantiation of the complainant's allegation that the settlement deed was executed under coercion. A mere bald allegation, without any contemporaneous protest, legal notice, or supporting evidence, cannot invalidate a written agreement voluntarily executed and acted upon by both parties. Once the complainant has derived full benefit under the settlement and conveyance deed, the subsequent plea of coercion appears to be an afterthought.
- vi. The Authority further observes that the RERA Act, while providing statutory protection to allottees, equally expects transparency and good faith from complainants. A party who has voluntarily executed documents settling all claims cannot suppress such facts and later approach the Authority seeking relief inconsistent with those documents. The principle of estoppel and the doctrine of approbate and reprobate applies with full force in such circumstances.
- vii. Section 19(8) of the RERD Act, 2016 is reproduced hereunder:-
 - "19. Rights and duties of allottees:-

1 to 7 xxxxx xxxxx

(8) the obligations of the allottee under sub-section (6) and the liability towards interest under sub-section (7) may be reduced when mutually agreed to between the promoter and such allottee"

Therefore, in view of the above legal provision and settlement, the agreed terms of settlement are accepted and decided accordingly.

- 11. Therefore, in light of the above discussion, it is held that:
 - i. The due date of possession under the Agreement to Sell was 31.07.2020.
 - ii. The respondent obtained the Occupation Certificate on 27.04.2022 and offered possession on the same date.
 - iii. The complainant accepted possession and subsequently executed a Settlement Deed dated 27.09.2022 and a Conveyance Deed dated 22.03.2023.
 - iv. There is no evidence to show that the complainant ever protested, objected, or alleged coercion contemporaneously at any stage.
 - v. The complainant concealed the existence of the settlement deed dated 27.09.2022 while filing this complaint, and such concealment constitutes suppression of material facts.



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- 12. In view of the above, it is clear that the complainant has already settled all claims against the respondent and obtained the benefit of possession and ownership. The present complaint has been filed belatedly, after completion of all contractual formalities, and appears to be a device to reopen issues that stood concluded between the parties. Accordingly, this Bench of Authority finds that the complaint is devoid of merit and suffers from concealment of material facts and suppression of documents, particularly the Settlement Deed dated 27.09.2022.
- 13. In view of the foregoing findings and reasons recorded hereinabove, the complaint filed by the complainant, after execution of the settlement deed and conveyance deed, and without disclosure of material facts, is held to be devoid of merit and not maintainable. The complaint is, therefore, **dismissed being devoid of merit** and for concealment of material facts as regards the Settlement Deed dated 27.09.2022.
- 14. No other relief is made out.
- 15. A copy of this order be supplied to both the parties under Rules and file be consigned to record room.

Chandigarh Dated: 30.10.2025

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

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

- 1. Sh. Dev Singh Negi, R/o Village & PO Rarang, Near Rest House, Tehsil Moorang, Kinnaur, Himachal Pradesh 172116.
- 2. M/s Omaxe Chandigarh Extension Developrs Pvt Ltd, Omaxe City, 111th Milestone, Near Bad ke Balaji Bus Stand, Jaipur- Ajmer Expressway, Jaipur, Rajasthan 302026.
- 3. The Secretary, RERA, Punjab.
- 4. Director (Legal), RERA, Punjab.
- The Complaint File.
- 6. The Master File.

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