



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. 0160/2024UR
2. Name & Address of the complainant (s)/ Allottee	Sh. Amarpal Singh Sethi S/o Sh. Bhagat Singh Sethi, R/o 83, New Officer Colony, Patiala-147001. (Email- 83hishouse@gmail.com)
3. Name & Address of the respondent (s)/ Promoter	M/s Omaxe Ltd., 7 Local Shopping Centre, Kalkaji, South Delhi, Delhi – 110019
4. Date of filing of complaint	06/05/2024
5. Name of the Project	Omaxe Mall, Patiala
6. RERA Registration No.	Un-registered Project
7. Name of Counsel for the complainant, if any.	Advocates, Mr. Raj Srivastava & Mr. Akash Chowdhary Counsels for the complainant
8. Name of Counsel for the respondents, if any.	Advocates Sh. Gautam Goyal and Sh. Ashim Goyal, Counsels for the respondent
9. Section and Rules under which order is passed	Section 31 of the RERD Act, 2016 r.w. Rule 36 of Punjab State RERD Rules, 2017.
10. Date of Order	21.04.2026

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 06.05.2024 has been filed by Sh. Amarpal Singh Sethi (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 refund of Rs.17,19,609/- against booking of unit No.301, in the commercial complex named as Omaxe Mall, Patiala along-with applicable interest and to issue delay penalty for delay in delivering the possession** relating to a un-registered project namely '**Omaxe Mall Patiala** promoted and developed on Home Guard Office Site, Near Green Hotel, The Mall, Patiala by M/s. Omaxe Ltd. having registered office at Shop No. 19-B, First Floor, Omaxe Celebration Mall, Sohna Road, Gurugram & corporate office at 7, LSC, Kalkaji, New Delhi-110019 (hereinafter referred as the 'Respondent for the sake of convenience and brevity).



2. The brief gist of this complaint is that the complainant, acting upon the representations of the Respondent Company regarding timely delivery, booked on 20.03.2012 and was allotted commercial unit bearing No. PME/THIRD/OFFICE-310 having super area admeasuring 296.42 square feet on third floor of the commercial complex named as "Omaxe Mall Patiala" on 31.07.2012 for a consideration of Rs.14,82,100/- as basic cost and total cost of Rs.15,59,169.20/- besides taxes, duty, EDC, IDC etc. The allotment letter was issued on 31.07.2012 whereby the possession of the unit was contracted to be delivered within 24 months from the date of signing of this allotment letter or within an extended period of six months. Therefore, the possession of the unit was to be delivered at the most by 31st January 2015 (30 months). The respondent also issued an addendum letter to the complainant, committing itself to pay a sum of Rs.14,821/- per month as "Commitment Charges and Rental" upon the receipt/ realization of Rs.14,82,100/- as an advance against 100% of the sale consideration. The lease agreement was signed on 06.05.2013 wherein it was agreed between the complainant and the respondent that an assured rental of Rs.14,821/- shall be given to the complainant from the Effective Date until 06.08.2019. As per the lease agreement dated 06.05.2013, the term "Effective Date" is defined as date of grant of possession to the Lessor. In other words, the complainant was entitled to assured rental income of Rs.14,821 from Date of Grant of Possession to 06.08.2019. The Respondent Company offered fit out possession of the unit vide letter dated 31.08.2013 seeking an amount of ₹1,33,377.44/-. It was also informed in the said letter that the company has initiated the leasing of the Unit to prospective lessees. The scan copy of first page of the said letter being relevant is as under:-



This bears reference to the captioned Unit provisionally allotted to you by the Company vide Allotment Letter dated 31/07/12 and Addendum to Allotment Letter dated 20/08/12 (hereinafter referred as "Allotment Letter").

As per the terms of Lease Agreement dated 06/05/13 executed between us, your good self have granted the lease of the Unit to the Company to physically possess, hold and enjoy the same from the date of offer of possession and the Company shall pay monthly Lease Rental to you from the date of offer of possession in the manner and for the tenure as provided in terms of the Lease Agreement and addendum to allotment letter. Further, the Company has right to sub-lease the Unit to one or more Third Party Lessee on a standalone basis or making a part of larger area as per the mutually settled terms and conditions including tenure of lease agreed by and between the Company and the Third Party Lessee and the Company shall handover the physical possession of the Unit to such Third Party Lessee for the purpose of carrying business as per the terms of the Lease Agreement.

We are pleased to inform you that the aforesaid Commercial Tower and said Unit is ready for Possession for fit-outs. The Company has started initiating the leasing of the Unit to prospective Lessees.

In view of the above, you are now requested to pay the balance sale consideration as stated in the Statement of Account annexed hereto as Annexure-A to this Letter within 15 days from the date of this Letter. Upon receiving the full and final payment and on completion of codal formalities, the Sale/Conveyance Deed of the aforesaid Unit will be executed and registered in your favour.

Notwithstanding anything contained in Para 2 herein above, in case your good self opt to have possession of the Unit to be used by you for your commercial purpose, then you may request the Company to handover the fit-out possession of the said Unit to your good self and in such case, the Addendum to Allotment Letter and the Lease Agreement shall get cancelled and the post dated cheques handed over to you towards monthly lease rental shall be returned by you to the Company.

In the event your good self wish to have possession of the Unit to be used by you for your commercial purpose, then you shall be responsible for the followings during carrying out of fit-out work in your aforesaid Unit:-

1. That the cabling, ducting or any other finishing work done by you within the aforesaid Unit shall not pose any fire, electrical, structural, pollution and health hazard to anyone in the said Commercial Complex.
2. That no damage shall be caused to the Commercial Complex while completing the Interior works/ fit-out in the aforesaid Commercial Space.

2.1 This letter has been duly received by the complainant. According to the complainant, the physical possession has not been offered so far to the complainant so far. There is no proper demarcation of individual shop and the unit in question is incomplete in all respect. According to the respondent, an assured rental income of Rs.14,821/- per month after TDS totaling to Rs.12,44,964/- has been paid to the complainant for a period upto 06.08.2019 and this fact has been duly concealed by the complainant. According to the respondent, as per clause 5 of the said Lease Agreement, the Agreement was terminated on 13.05.2019 and thereafter, it was not an obligation on their part to pay any assured return.

3. In response to the complaint, the respondent filed its detailed reply dated 03.04.2025 and contested the present complaint stating therein that the present complaint is not maintainable, misconceived and liable to be dismissed. The copy of the reply filed was given to the complainant. The complainant filed his rejoinder dated 28.07.2025.

4. The violations and contraventions contained in the complaint were given to the representative of the respondent to which it denied and did not plead guilty. The complaint was preceded further.



5. The representatives for both parties addressed their arguments on the basis of their submissions made in their respective pleadings as summarized above. I have duly considered the documents filed and written & oral submissions of the parties i.e., complainant and respondent.

6. It is an admitted position on record that the complainant booked a commercial unit no. 310 on 3rd floor in the project "Omaxe Mall" at Patiala, in an unregistered project vide allotment letter dated 31.07.2012 wherein possession was stipulated to be delivered within period of 24 months or extended period of six month i.e. 30 months from the date of signing of allotment letter. Hence the possession was to be delivered at the most or from on or before 31st January 2015. The total sale consideration of the unit was claimed to be fixed at Rs.15,00,835/- excluding taxes, cess, levies etc. by the complainant where as per the respondent the said sale consideration was fixed at ₹15,59,170/- excluding taxes, cess, levies etc. It is noticed that the complainant had attached copy of payments received as Annexure E [Page 42 to 45] of hid complainant. The following receipts issued by the respondent are enclosed:-

Receipt / Date	Applicant Name	Amount	Cheque No.	Page No.
699411/20.3.12	Nahush Jain	39,885.31	083006 dtd .24.3.12 of Axis Bank	42
699410/20.3.12	Nahush Jain	1,52,789.69	083006 dtd. 24.3.12 of Axis Bank	43
725767/30.6.12	Amarpal Singh Sethi	5,70,510.16	Cheque/ DD No. 448516 dated 30.6.12	44
747690/4.8.12	Amarpal Singh Sethi	7,63,750.00	Cheque/ DD no. 448518 dated 3.8.12	44
		15,26,934.78		

6.1 This information was also sought in Tabular Form from complainant & respondent vide interim order dated 14.01.2025 and in all subsequent interim orders passed from time to time, both complainant & respondent was reminded to file the same. The complainant vide his application dated 29.11.2025 filed the information in tabular form on 05.12.2025. The scanned copy is as under:-



(Annexure 'A')

1	COMPLAINT NO.	GC NO. 0160/2024 UR		
2	TITLE (NAME OF COMPLAINANT VS RESPONDENT)	AMARPAL SINGH V/S OMAXE LIMITED		
3	COMPLAINT FILED ON	06/05/2024	4.	RERA NO. PROJECT NAME
5	PROVISIONAL ALLOTMENT/ ALLOTMENT LETTER, IF ANY	31/01/2013	6	DATE OF AGREEMENT(S)
7	UNIT ALLOTTED, IF ANY:	PME / THIRD / OFFICE - 310		
	SIZE: 296.42 Sq.Ft.	OTHER DETAILS:	AT CLAUSE/PAGE: 3 of ALLOTMENT LETTER	
	BSP/ TOTAL SALE CONSIDERATION (AT PAGE/ANNEXURE)	₹ 15,00,835/-	TOTAL AMOUNT PAID TILL DATE (AT PAGE/ANNEXURE)	
	BALANCE AMOUNT DUE TILL DATE		COMPENSATION/ ASSURED RETURN RECEIVED, IF ANY	
8	PROMISED DATE OF POSSESSION		9	AT CLAUSE/PAGE: PERIOD:
10	OFFER OF POSSESSION, IF ANY		11	POSSESSION TAKEN OVER ON
12	CONVEYANCE DEED, IF ANY		13	CC/PCC/OC, IF ANY (ISSUANCE DT.)

14 DETAIL OF PAYMENTS			
SR. NO.	DATE OF PAYMENT DEPOSITED/ RECEIVED	AMOUNT (RS.)	CASH/CHEQUE (DETAILS)
1	30.06.2012	5,70,510/-	448516
2	04.08.2012	7,63,750/-	449518
3			
4			
5			
6			
7			
TOTAL AMOUNT PAID		Rs. 17,19,609/-	

15 VERIFICATION:

The above information submitted by the undersigned is true and correct to the best of my knowledge and belief.

Date: 29-11-2025

Signature: [Signature] On the behalf of Complainant
Respondent/ Complainant's Name: Adv. Raj Srivastava.
Address: [Address]
Email id: [Email]

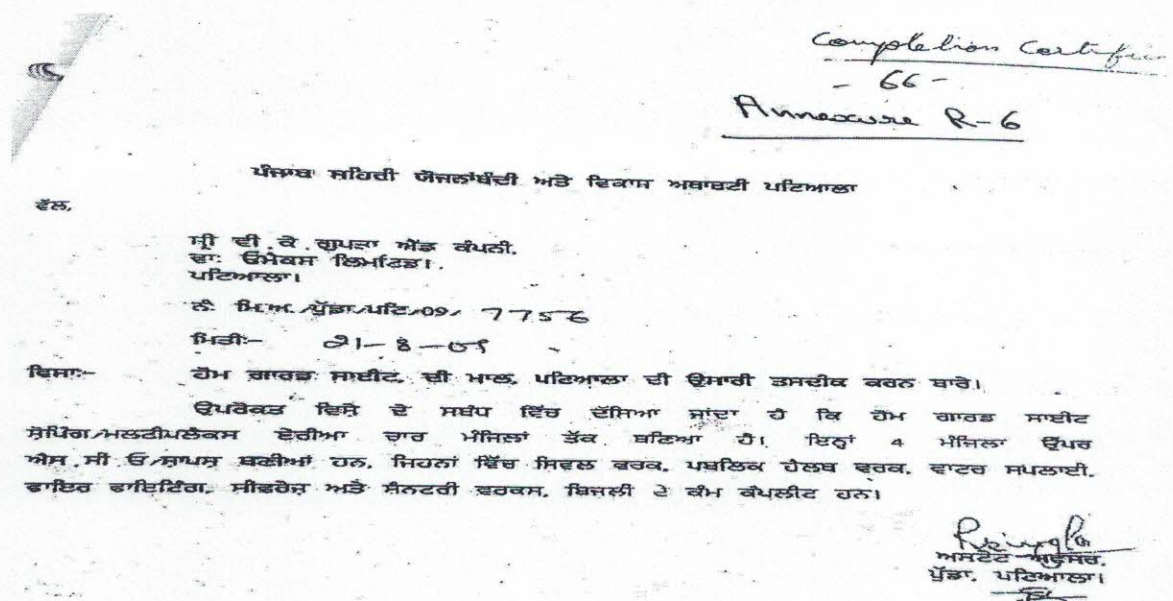
6.2 The total in column no. 14 i.e. details of payments is Rs.13,34,260/- and not Rs.17,19,609/- mentioned by the complainant. The respondent in its reply has claimed the total price of the unit at Rs.15,59,169.20/ and has enclosed a copy of statement of account as Annexure R-4 with its reply. Hence the sale price of unit is considered as Rs.15,59,169.20 as true and correct.

6.3 The allotment letter was issued on 31.07.2012. The offer for fit out possession of the unit was made to the complainant vide letter dated 31.08.2013. There is another aspect of the case. The complainant enter into an addendum to allotment letter vide communication dated 20.08.2012. As per this, the allottee has chosen COMMITMENT CHARGES AND RENTAL OPTION in terms of Application Form and this Addendum to Allotment Letter shall for all purposes be treated as part and parcel of the Allotment Letter. Upon receipt of 100% sales consideration as advance, the respondent shall pay allottee a sum of Rs.14,821/- less applicable TDS per month as Commitment Charges during commitment charges period. This will start from date of realization of payment of entire advance and will end on completion of construction of the project & handing over the possession of unit. Further terms and conditions are that the allottee shall grant lease of unit to the respondent for 11 years from end of commitment charges period. It has also been mentioned in the



said addendum that the unit shall be deemed to have been legally possessed by the allottee. On expiry or termination of lease agreement, the actual physical possession shall be given to the complainant. The lease agreement has been entered into by the parties on 08.05.2013. As per this, the complainant is entitled to assured rent of Rs.14,821/- per month from effective date i.e. date of grant of possession to 06.08.2019. The respondent has informed that they have paid an amount of Rs.12,44,964/- as assured return to the complainant till August, 2019. This has been accepted by the complainant also. The respondent has also attached various communications starting from the year 2013 to 2019 wherein it has requested the complainant to get the unit registered in their name with the registering authority. In the said letter, it has mentioned the documents required for registration, fees for registration and facilitation by the respondent.

7. The respondent has also informed that the project was complete before the RERD Act, 2016 came into effect. It has filed copy of completion certificate dated 21.08.2009 in this case. The scanned copy of the said certificate is as under:-



8. The complainant in his rejoinder filed on 06.10.2025 has not rebutted this crucial piece of evidence regarding completion of this project in the year 2009 which was much before the RERD Act, 2016 came into effect. Hence, the matter does not survive for adjudication under RERD Act, 2016. The RERD Act, 2016 does not apply retroactively to projects that were finished, or completion certificates were granted, before the commencement of RERD Act, 2016. The Hon'ble Apex Court in the judgment dated 11.11.2021 in the case of Newtech Promoters and Developers



Pvt. Ltd. v. State of U. P. [Civil Appeal No. (s) 6745 to 6749 of 2021] clarified that RERA is retroactive for "ongoing projects" (those lacking completion certificates on the date of enforcement) but not for already completed ones. The para 24 of the said judgment reads as under:-

54. From the scheme of the Act 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the ongoing projects and future projects registered under Section 3 to prospectively follow the mandate of the Act 2016.

9. Recently, a similar issue had come for adjudication before this Authority in the case of Davinder Nirmal Vs. Trishala Developers [GC No. 0394/2022UR]. This authority vide judgment dated 27.02.2026 had held as under:-

10. On a careful consideration of the facts, it is noted that the complainant made payments over the period 2011-2012 and did not raise any grievance for over a decade. This prolonged delay indicates acquiescence and undermines the complainant's claim of urgency. The complainant's silence from May, 2012 until 2022, despite the alleged non-possession or non-refund, suggests that the grievance is belated and lacks bona-fides. Moreover, the respondent has produced documentary evidence of the Completion Certificate in the year 2015 and the Allotment Letter, establishing that the project was duly completed and the statutory requirements under the applicable law were fulfilled. 11. It is further noted that the respondent obtained the Completion Certificate and offered possession prior to the allottee-cum-complainant exercising the right of refund on account of alleged delay in possession. Once possession has been duly offered after completion, the allottee cannot refuse to accept the same and simultaneously seek refund. In the present case, possession was offered before the complainant sought refund; therefore, the complaint suffers from a fundamental legal infirmity and is liable to be dismissed. A similar matter arising out of the same cause of action had also been adjudicated by this Bench of the Authority vide GC No. 0275/2023UR titled Prem Kumar Jain vs. Trishla Developers, wherein the issues involved were considered and decided in detail.

12. In view of the foregoing discussion, this Bench holds that the present complaint is not maintainable under the provisions of the Real Estate (Regulation and Development) Act, 2016. The complainant has failed to establish any jurisdictional or legal ground warranting intervention by this Authority. The inordinate delay of more than a decade in approaching this Authority further reinforces the absence of urgency and bona-fides.

10. In the present complaint also, the complainant had filed complaint belatedly. Even if for argument sake, it is accepted that the offer for physical possession was made in the year 2019 yet the complainant has filed the complaint



on 06.05.2024. The unit space is commercial area and the space is always allocated by the promoter. The allottee takes up the partition, fittings, civil work according to the type of tenant who will occupy the space and nature of its business. The material used and layout within the allocated space differ for different tenants depending upon the nature of business and the occupants which sometime have fixed norms of designs and furnishings specific to their architect outlays as a mark of their identity. The promoter also provides the essential facilities of electricity, water (if provided in the contract), common path, stairways, maintenance and upkeep of common areas and facilities of lighting, air conditioning of area depending upon the nature and size of market developed by promoter was certified by the competent authority even before the complainant has been allotted unit, it will not be justified to held that the respondent was deficient in services. The complainant had received an amount of Rs.12,44,964/- as Assured Rent for the six years.


11. In view of the foregoing discussion, this Bench holds that the present complaint is not maintainable under the provisions of the Real Estate (Regulation and Development) Act, 2016. The complainant has failed to establish any jurisdictional or legal ground warranting intervention by this Authority. The inordinate delay of more than a decade in approaching this Authority further reinforces the absence of urgency and bona-fides.

12. No other relief is made out.

13. A copy of this order be supplied to both the parties under Rules and file be consigned to record room.

Chandigarh
Dated: 21.04.2026




(Rakesh Kumar Goyal)
Chairman
RERA, Punjab

Endst. No./CP/RERA/PB/PA/Sec.31/638


Dated:- 21.04.2026

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

1. Sh. Amarpal Singh Sethi S/o Sh. Bhagat Singh Sethi r/o 83, New Officer Colony, Patiala-147001.
2. M/s Omaxe Ltd. through its Authorized Signatory/Managing Director
 - (A) At Registered Office at Shop No. 19-B, First Floor, Omaxe Celebration Mall, Sohna Road, Gurugram (Haryana).
 - (B) At Corporate office at 7, LSC, Kalkaji, New Delhi-110019.

3. The Secretary, RERA, Punjab.
4. The Director (Legal), RERA, Punjab.
5. The Complaint File.
6. The Master File.




(Hetu Sharma),
P.S. to Chairman,
RERA, Punjab.