

Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018
Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

1. **Complaint No.** :- GC No. 0262/2024
2. **Name & Address of the complainant (s)/ Allottee** :-
1. Ms. Jyoti Sharma W/o Mr. Mandeep Vashisht.
2. Mr. Mandeep Vashisht S/o Sh. Santosh Kumar Vashisht.
Through GPA Sh. Santosh Kumar Vashisht.
All R/o House No. 203, M.S. Enclave, Dhakoli, Zirakpur, SAS Nagar (Mohali)– 140603.
Email: santoshvashisht52@gmail.com
3. **Name & Address of the respondent (s)/ Promoter** :-
1. Sushma Buildtech Limited, Unit No. B- 107, Business Complex – Elante Mall, 1stFloor, Industrial Area, Phase-1, Chandigarh-160002.
2. Manhattan Infra Services Pvt. Ltd., Unit No. B-107, Business Complex – Elante Mall, 1st Floor, Industrial Area, Phase-1, Chandigarh – 160002.
4. **Date of filing of complaint** :- 25.07.2024
5. **Name of the Project and Address** :- 'Sushma Infinium', Village Bishanpura & Bishangarh, Tehsil Derabassi, Distt. SAS Nagar. (Commercial Project)
6. **RERA Registration No.** :- PBRERA-SAS79-PC0014
7. **Name of Counsel(s) for the complainant, if any.** :- Sh. Mohit Dhiman, Ms. Pooja & Ms. Manisha Maggu Advocates.
8. **Name of Counsel(s) for the respondent, if any.** :- Sh. Sanjeev Sharma, Advocate for Respondent Nos. 1 & 2.
9. **Section and Rules under which order is passed** :- U/s 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 36 of the Punjab State Real Estate (Regulation and Development) Rules, 2017.
10. **Date of Order** :- 06.04.2026

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

This complaint has been filed by Ms. Jyoti Sharma & Mr. Mandeep Vashisht (hereinafter referred as the 'Complainants') u/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'RE(R&D) Act, 2016') read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules') before the Authority on 25.07.2024 against the project 'Sushma Infinium', Village Bishanpura & Bishangarh, Zirakpur, Tehsil Derabassi, Distt. SAS Nagar promoted & developed by M/s Sushma Buildtech Ltd. the respondent no.1.

2. The complainants booked one commercial unit in respondent's project and subsequently allotted & entered into an 'Agreement for Sale' on 27.11.2014 with Respondent No.1 in respect of a commercial Unit No. 42 having

super area of 297.82 sq. ft. on 14th Floor in the project named '**Sushma Chandigarh Infinium**' being constructed by the respondent no.1 M/s Sushma Buildtech Limited on land comprised under bearing Khasra No.422,423,424, 425 & 161 located at Village Bishangarh & Bishanpura on Chandigarh Ambala Highway, Zirakpur Tehsil Derabassi. As per Clause 1 of the said 'Agreement for Sale', the basic sale price of the unit was ₹18,59,886/- plus charges in relation Preferential Location Charges (PLC), Fire Fighting Charges (FFC), External Electrical Charges (EEC), Power Backup Charges, IFMS, Car Parking, any other charges levied by developer, taxes & charges levied by Govt./ authorities from time to time etc. As per Clause 4, the complainants paid ₹1,92,900/ vide two cheques dated 18.10.2014 and opted for subvention payment plan (Clause 3). As per Clause 9 of the agreement for sale, the respondent promised the complainants to deliver the possession within 30 months from date of execution of agreement for sale [27.11.2014] with condition of nine months grace period for completing and handing over the unit to the complainants. Therefore, the effective due date for offer of delivering the possession of unit comes to **27.02.2018** [27.10.2014 + 30 months + 9 months]. Besides, on the same day i.e. 27.11.2014, the buyers and seller signed an agreement titled '**Unit Buyer Option Agreement Assured Return Plan**'. As per this agreement, the respondent no.1, the seller will pay the complainants/ allottees an assured return of ₹24.98 per sq. ft. per month on investment till offer of possession. As per documents available on record, the offer of possession was made on **02.09.2019**. **Thus, there is delay of 18 months in offer of possession.** The demand raised at the time of possession was ₹1,13,450/- [to be paid on possession as per agreement for sale] besides amount of ₹33,737/- as maintenance charges lumpsum payable to respondent no.2 M/s Manhattan Infra Services Pvt. Ltd. duly appointed by the respondent no.1/ developer and electricity meter consumption charges of ₹18,595/- payable to the respondent no.1/ M/s Sushma Buildtech Limited. The payment was to be made on or before 23.09.2019 and take-over of possession formalities were to be completed on or before 02.10.2019. In case of failure to take possession, withholding charges @ ₹5/- per sq. ft. per month was to be charged. The possession of the unit was taken by the complainants on 15.11.2019. As per the respondents, the complainants have also accepted an amount of ₹4,25,072/- as assured return for taking possession of the unit besides the respondent has also paid ₹5,02,357/- as PRE-EMI benefits on behalf of the complainants. The aspect of assured return and payment of PRE-EMI benefits were not disclosed by the complainants in their complaint.

3. The complainants submitted that the respondent no.1 failed to complete the project and deliver the possession of unit within stipulated time. On

02.09.2019, an incomplete possession was offered. At the time of offering of possession, the respondent no.1 obtained an amount of ₹22,491/- on account of CAM & other charges, ₹14,891/- on account of IFMS, Electricity Meter (Pre-paid) Consumption Charges ₹18,595/-, ₹33,463/- on account of EEC charges, ₹33,463/- on account of FFC charges, ₹305/- on account of interest and ₹98,254/- on account of Basic Price. These amounts were to be paid at the time of completion of project. Hence the complainants are entitled to get the refund of above mentioned amounts as no PCC/ OC has been obtained by the respondent no.1. The complainants have also alleged that an amount of ₹2,50,000/- has been spend to make the unit habitable which they are entitled to receive from the respondent no.1. It has also been alleged that the respondents are charging maintenance charges @ ₹8/- per sq. ft. on super area which is exorbitant. As per provisions of section 11(4)(d), it is duty of respondent to maintain essential services at reasonable charges till taking over the maintenance by the allottees. No services are being provided within carpet area. Hence, maintenance rate should be reduced to ₹4 per sq. ft. The complainants have also informed that their application before the consumer court has been dismissed for want of jurisdiction.

4. The complainants have, therefore, sought the following reliefs: -
- i. To direct the respondent no.1 to pay interest on amount of ₹18,59,886/- retained by it w.e.f. 27.02.2018 till the delivery of actual legal physical possession.
 - ii. To direct the Respondents to refund ₹2,50,000/- which is spent by the complainant upon unit in question to make it habitable.
 - iii. To direct the respondents to refund ₹2,06,571/- which was illegally taken by the respondent at the time of offering possession illegally in the pretext of "other miscellaneous charges i.e. EEC, FFC, Power Backup Charges etc. without completing the project".
 - iv. To direct the respondents to refund ₹19,394/- which was taken in lieu of Electricity Meter Consumption Charges whereas No electricity was given at the time of offering physical possession.
 - v. To direct the respondents to refund of ₹14,891/- which has already being taken in lieu of IFMS charges, whereas project was not completed as per sanctioned layout plan and other specifications etc.
 - vi. To direct the respondents to restrain from claiming heavy maintenance charges @ ₹8 per sq. ft. as no essential services have been provided.

5. In response to the notice, the respondents filed reply dated 28.01.2025 on 06.02.2025. The preliminary objections as well as grounds on merit raised by the respondent number 1 & 2 to the complaint are as follows:-

- i. That the complaint is not maintainable, as the possession had already been offered to the complainant and the same has been taken over. Also, the complainant had initially paid the maintenance charges.
- ii. That the offer of possession to the complainants was made after receipt of completion certificate. At that time, the complainants accepted possession of unit without any protest, signed affidavit/ indemnity showing their satisfaction and had paid due charges.
- iii. That the complainants are enjoying the amenities and services provided by the respondents and therefore, are bound by the terms and conditions of the contract. There is no deficiency on the part of the respondents. The complainants have duly settled their claims and had already taken possession of the unit in question.
- iv. That the complainants have also accepted an amount of ₹4,25,072/- as assured return for taking possession of the unit besides the respondent has also paid ₹5,02,357/- as PRE-EMI benefits on behalf of the complainants. The aspect of assured return and payment of PRE-EMI benefits were not disclosed by the complainants in their complaint.

6. 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.

7. That representatives for parties addressed arguments on the basis of their submissions made in their respective pleadings as summarised above. We have carefully considered the submissions of both i.e., complainants and respondents.

8. As per record, the complainants booked, allotted and entered into an agreement for one commercial unit in respondent's project vide 'Agreement for Sale' dated 27.11.2014 in respect of a commercial Unit No. 42 having super area of 297.82 sq. ft. on 14th Floor in the project named '**Sushma Chandigarh Infinium**' for a consideration of ₹18,59,886/- plus charges in relation Preferential Location Charges (PLC), Fire Fighting Charges (FFC), External Electrical Charges (EEC), Power Backup Charges, IFMS, Car Parking, any other charges levied by developer, taxes & charges levied by Govt./ authorities from time to time etc. to be deliver on or before 27.02.2018. Subsequently to the 'Agreement

for Sale', an offer of possession was made by the respondent on 02.09.2019 after obtaining Completion Certificate/Occupation Certificate dated 25.07.2019 from the competent authority on certain terms and conditions. On 15.11.2019 the possession of the unit in question was taken over by the complainants. Since the construction has been delayed inordinately; therefore, as per provisions of Section 18 of RERD Act, 2016, the complainant is entitled to claim possession/ refund along-with interest as per its choice in case of non-completion on due date. The said section 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) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

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."

8.1 Accordingly, the delay is attributable to the respondent and the complainants are held entitled to interest for the period of delay. The complainants have already taken over the possession of the unit in terms of offer for possession vide the respondent's letter dated 02.09.2019. The Respondent's failure to pay interest as per "Agreement for Sale" and further as per Section 18 of the RERD Act, 2016 constitutes violation of contractual and statutory obligations. The Complainants are entitled to interest from the deemed date of possession (27.02.2018) till the date of offer of due possession of the unit (02.09.2019) on the amount paid i.e. ₹18,59,886/- @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 16.03.2026 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. The period for payment of interest will be considered from the next month in which the due date of possession till it is validly offered to the allottees by the promoter/respondent to the previous month of the date in which possession has been effectively handed over by the promoter. Therefore, the calculation of delayed interest is calculated as follows:-

Interest payable from	Principal Amount Paid	Interest Calculated till	Rate of interest as per order	Tenure (Months)	Interest Amount
1	2	3	4	5	6
01.03.2018	18,59,886/-	31.08.2019	10.80%	18	3,01,301/-

8.2 It has been claimed by the respondents that they have paid ₹4,25,072/- as assured return till possession of the unit besides payment of ₹5,02,357/- as PRE-EMI benefits on behalf of the complainants. It has been claimed that the complainants have concealed this fact in their complaint also.

9. The second relief sought by the complainant is regarding direction to the respondents to refund ₹2,50,000/- which has been claimed to be spent by the complainants upon unit in question to make it habitable. It has been claimed that an amount of ₹2,50,000/- has been spent by the complainants from their own pockets to make it habitable. However, documentary evidences in support of this claim has neither been furnished alongwith the complaint nor during course of hearing. The unit space is commercial area and the space is allocated by the promoter. The allottee takes up the partition, fittings, civil work relating to the type of business & type of occupant i.e. self or tenant who will occupy the space and nature of its business. The material used and layout within the allocated space differ for self/ different tenants depending upon the nature of business and the company which sometime have fixed norms of designs and furnishings specific to their architect outlays as a mark of their identity. The promoter 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. Therefore, it is held that the unit was ready for possession after obtaining PCC/OC by promoter and when offered for possession was made on 02.09.2019. Hence there arises no cause for awarding the refund of ₹2,50,000/- as claimed by the complainants.

10. The relief at S. No. (iii) to (iv) are regarding refund of ₹2,06,571/- taken by the respondent at the time of offering possession in the pretext of "other miscellaneous charges i.e. EEC, FFC, Power Backup Charges etc. without completing the project", refund of ₹19,394/- taken in lieu of Electricity Meter Consumption Charges at the time of offering physical possession and refund of ₹14,891/- which has already being taken in lieu of IFMS charges, whereas project was not completed as per sanctioned layout plan and other specifications etc. The complainants have neither furnished the details of above amount nor any documentary evidences in respect of above amounts. However, the Buyer's Agreement dated 27.11.2014 clearly states [Para1 at page3] that the consideration at Basic Sale Price is ₹18,59,886/-. Besides charges in relation to Preferential Location, Fire Fighting, External Electric, Power Backup, IFMS, Car Parking, any other charges levied by the developer, taxes & charges levied by

the Government from time to time will be extra. The respondents have furnished the components of charges due or paid by the applicants which is as under:-

Loan Disbursed Amount (Rs.):	11,47,900
Super Area (Sq.Ft):	297.820
Rate (Rs./Sq.Ft):	6,245.00
Net Basic Price [Rs. 6,245.000/Sq.Ft]:	18,39,886
Add:	
PLC (Rs.):	50,000
Other Charges (Rs.):	89,346
IFMS (Rs.):	14,891
Total Consideration (Rs. 6,762.89/ Sq.Ft):	20,14,123
Add on Charges (Rs.):	20,580
Total Consideration With Add On Charges (Rs.):	20,34,703
S.Tax (Rs.):	85,536
CGST (Rs.):	5,443
SGST (Rs.):	5,443
Total Consideration With Tax (Rs.):	21,31,124
In words (Twenty One Lakh Thirty One Thousand One Hundred Twenty Four only.)	
Interest (Rs.):	4,850
Interest Waive off (Rs.):	1,082
Total Receivables (Rs.):	21,34,892
Less Receipt (Rs.):	21,28,782
(Paid Amount 99.73 %)	
Less Interest (Rs.):	273
(Paid Interest)	
Payment Refund (Rs.):	0
Balance (Rs.):	21,29,055
(To be Paid)	5,837

BOOKING DATE	ALLOTMENT DATE	AGREEMENT DATE	POSSESSION DATE	HANDOVER
28 Oct 2014	29 Oct 2014	27 Nov 2014	23 Sep 2019	15 No

PLC CHARGES				
S.NO.	PLC	RATE	PLC TYPE	AMOUNT
1	PLC	50000.00	Fixed	50,000
Total:				50,000

OTHER CHARGES						
S.NO.	OTHER CHARGE	PAID QTY.	FREE QTY.	TOTAL QTY.	AMOUNT	DESCRIPTION
1	EEC	-	-	-	29,782	EEC
2	FFC	-	-	-	29,782	FFC
3	Power Backup Charges	-	-	-	29,782	Power Backup Charges
Total:					89,346	

OTHER/ADDON CHARGE			
S.NO.	CHARGE	TYPE	AMOUNT
1	Electricity Charges	Fix	18,595
2	Holding Charges	Fix	1,985
Total:			20,580

TAX DETAILS				
S. NO.	NAME	DUES	PAID	BALANCE
1	Service Tax (Up to 30 June 2017)	85,536	85,536	0
2	CGST	5,264	5,264	0
3	SGST	5,264	5,264	0
Total:		96,064	96,064	0

INTEREST						
TOTAL INTEREST	WAIVE OFF	PAID	PAID GST	BALANCE	GST	TOTAL INTEREST
4,850	1,082	273	32	3,485	419	3,914

Therefore, the complainant's prayer seeking relief as per prayer (iii) to (v) is hereby not accepted.

11. The sixth relief sought is to direct the respondents to restrain from claiming heavy maintenance charges @ ₹8 per sq. ft. as no essential services have been maintained. Para 18 of Buyer's Agreement dated 27.11.2014 mandates as under:-

The intended allottee shall pay all necessary charges including security deposits, for maintenance and up keep of the building and for various services as determined by the developer and its nominated agency as and when demanded by the developer or its nominees. The arrangement shall be carried out until the services are handed over to Maintenance Company as and when nominated by the developer. The intended allottee agrees to it and consents to this arrangement and will not question the same either singly or jointly with other proposed Allottee(s).

Para 30 of Buyer's Agreement dated 27.11.2014 mandates as under:-

The entire maintenance, upkeep and preservation of the building, operations of the common services and the management of common area shall be done by the Developer. The proposed Allottee agrees to pay the maintenance charges required for the proper upkeep, maintenance and running of AC plant and other necessary equipments and the building that shall be calculated at the relevant time and apportioned on the area of the unit. The developer or its nominee/ maintenance agency shall be collecting the money for the common services. The agency responsible for the maintenance shall be treated to be in the management of the Building. In addition to this a stipulated amount shall be paid towards IFMS fund for maintenance/ replacement of the capital equipments such as Generating sets, Pumping sets, Vacuum and other cleaners and the like. The rate of

maintenance will be fixed in context of the then prices of the commodities, services, official levies, fees, taxes, water and electricity charges payable for common area & services. The rates will be revised periodically. The proposed Allottee(s) agrees to the revision and also agrees that the Developer or its periodically. The proposed Allottee(s) agrees to revision and also agrees that the Developer or its nominee may increase the said charges of the above said factors at any time.

11.1 Subsequently to the 'Agreement for Sale', an offer of possession was made by the respondent on 02.09.2019 after obtaining Completion Certificate/Occupation Certificate dated 25.07.2019 from the competent authority on certain terms and conditions. On 15.11.2019, the possession of the unit in question was taken over by the complainants, which is also supported by certificate of possession, affidavit and undertaking (dated 15.11.2019) duly signed by the complainants. A maintenance agreement was also entered into between the complainants and respondent no.2 i.e., Manhattan Infra Services Pvt. Ltd. on 15.11.2019 for maintenance charges @ ₹8/- (Rupees Eight only) per sq. ft. of the Super Area per month on the same day when the possession was handed over. As per possession letter, affidavit and undertaking dated 15.11.2019, it is very clearly mentioned therein that, the allottee is "have inspected/ got inspected the building plan, fittings/ furnishings and quality of construction carried out by the company and we do hereby affirm and confirm that the same has been built in accordance with the commitment and representations made by your company in, inter alia, the apartment/ unit buyer agreement dated 27 Nov, 2014. (mentioned in affidavit); "satisfied with the layout of the complex, location of various installations/services, viz: electric poles/transformers, layout of electric lines and street lights, roads & ramps, parking, water tanks and tube wells being already completed and have no objection to any of the above" (mentioned in the undertaking); and "I hereby tender this satisfaction certificate regarding the said Apartment/Unit in full consciousness of mind, after having satisfied myself on the same, and I do hereby further declare and confirm that I shall not raise any kind of claim or dispute in respect of the said Apartment/Unit or any of the materials and equivalent used against for and in the Apartment/Unit by your Company"(mentioned in the affidavit). Also, the maintenance agreement dated 15.11.2019 clearly states that "The Parties hereto are desirous of recording the mutually agreed terms and conditions". Clause 5.1 of the maintenance agreement specifies that a sum of ₹8/- per sq. ft. of the super area alongwith GST etc. Further, the Partial Completion Certificate and Completion Certificate clearly mention Completion /Occupation Certificate. In view of this, it is hereby held that the

complainants have taken over possession of the unit in question on 15.11.2019, The complainants' allegation to challenge the possession of the unit on the ground of the respondent's failure to complete the unit as per stipulation, is hereby rejected. In fact, the completion/occupation certificate issued by the competent authority, Zirakpur sufficiently entitles the respondent to offer possession to the complainant. Similarly, the full Bench of the Authority has in **'Nupur Hingad and anr. Vs. Emaar MGF Land Limited' (GC No.1487 of 2019)** held that the objection regarding non-availability of PCC/CC is valid only till such time as possession is not accepted, and once an allottee obtains possession he cannot be subsequently allowed to contend that the possession was not lawful since PCC/CC had not been obtained by the promoter at that time. For ready reference, the relevant extract of the above order is reproduced hereunder:-

"4.The argument that interest should be paid till a fresh, lawfull offer of possession is made after obtaining the Completion Certificate (CC) is not substantiated..... Further, we hold that the objection that the offer of possession is not valid since PCC has not been obtained can be treated as valid only till such time possession is not taken by the allottee. Once a allottee obtains possession he cannot be subsequently allowed to contend that the possession was not lawful since CC/OC had not been obtained-rather the allottee would be stopped from doing so."

11.2 The complainants have not taken any plea regarding undue influence or coercion while signing the agreements. These are purely commercial agreements been signed by the parties after reading and understanding the consequences of such agreement. As the agreements have been signed under free will and conscious mind, these are enforceable. Therefore, this plea is not accepted. Otherwise also, the rate at which the maintenance of common area charges is to be charged is beyond the scope of RERD Act, 2016.

Further, the reliefs sought by the complainants *qua* **Sr. No. ii, iii, iv, v & vi of Para 5 (A)** of Form M as discussed supra in detail are rejected.

12. The complainants have already taken the possession of the commercial unit which is complete and final as per the letters signed by the complainant given to the promoter. The complainants have not bought any specific deficiency in services by the respondents. The promoter is liable to maintain and rectify the defects of the project for five years as per Section 14(3) of the RERD Act, 2016 by taking reasonable charges for maintaining the essential service as per Section 11(4)d). Hence, all the allottees including the complainant are liable to pay the maintenance charges after taking over the

possession or after offer of valid possession of their respective units as provided under the applicable laws u/s 11(4)(e) of the RERD Act, 2016.

13. As per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017, the respondents may be held to be liable to pay interest of ₹3,01,301/- for delayed possession @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 16.03.2026 + 2%), on the amounts paid by the complainants from 01.03.2018 to 31.08.2019 as calculated in the para 8.1 above.

14. **However**, It is on record that the complainant had not disclosed in the complaint that they have entered into another agreement for EMI and Assured Return & have received a certain amount of assured return and EMI from the promoter. The complainants and respondent had entered into an agreement known as the Buyer's Agreement on 27th November 2014. Simultaneously, they entered into another agreement called Unit Buyer Option Agreement Assured Return Plan on the same day i.e. 27th November 2014. The promoter, who is now the respondent, had undertaken payment of assured return till the date of offer of possession and also had undertaken to make the EMI payment in the subvention scheme. **The complainants had obtained benefits of an amount of ₹4,25,072/- as assured return and of ₹5,02,357/- as pre-EMI, totaling to the amount of ₹9,27,429 from the respondent. The complainant has received assured return from promoter/respondent upto 31.08.2019 and the date of handing over possession is 02.09.2019. The allottee/complainant cannot take double advantage of the same period by claiming assured return and interest for the period 01.03.2018 to 31.08.2019. Further these facts of claim of assured return & Pre-EMI interest have not been disclosed by the complainants while filing this complaint. Therefore, the complainants had not disclosed the full and true facts in their complaint.** The due date of possession was 27th February 2018, while actual possession was offered on 2nd September 2019. There was a detailed statement regarding the balance payments paid by the buyer, which has been duly taken on 15th November 2019, and a certificate of the same has been filed by the promoter, where no kind of protest was raised by the complainant cum allottee while taking the possession. There have been certain adjustments as per the promoter in its written submission, which has submitted that it had adjusted an amount of ₹8,78,269/- with the complainants. There are many kinds of adjustments between the parties at the time of handing over & taking over the possession, which may be in writing or which may be oral. Once the possession

is taken without protest and without making any complaint within a reasonable time, it is presumed that both the parties have settled their accounts and have taken peaceful & vacant possession. The complaint has been filed on 25th July 2024, which is almost 4 years & 9 months, after obtaining the possession and settling their accounts. There is no murmur or any kind of correspondence or emails regarding the payments between the parties during this period. The complainants have duly entered into a maintenance agreement and signed the same at the time of taking over of the possession of the premise.

15. In these circumstances, it is considered that the complainants are filing the complaint after 4 years 9 months of taking the possession. The transaction of sale & possession needs to be ended. The litigation has to be ended at some point of time. Though the Limitation Act 1963 does not apply in cases under RERD Act 2016, but the broad principles of limitation have to be applied so as to end the litigation on account of transactions as it cannot keep alive till an indefinite time. It is considered view of this authority that particularly when there is no protest and/ or no complaints or emails exchanged on the issue between the parties, a 3-year period is good enough to take that all the accounts have been duly settled and transactions have been duly complied and accepted by both the parties involved in the agreement for sale & purchase of property. Therefore, looking broadly, it seems, to be an after thought (as some other point of dispute may have come between the parties), to come to this authority claiming certain things which may have never been in dispute at the time of possession. In the case of Permanent Lok Adalat, the Hon'ble High Courts have held that a two-year limitation is to be applied for raising the dispute. Looking into the facts of the case, an amount of ₹3,13,001/- has been calculated as interest payable to the complainants under section 18 of The RERD Act, 2016. On the other hand, they have already received an amount of ₹9,27,429/- on account of assured return and pre-EMI. The amount of assured return is kind of a compensation for the investment made by the complainant in the project of the promoter. However, there is no such provision in the RERD Act, 2016 to grand assured return or pay interest as pre EMI. Section 18 of the RERD Act, 2016 has been framed and given a right for interest due to delayed possession, presuming and accepting that there is no other variation in the agreement entered between the parties, called as "Builder Buyer Agreement or Agreement For Sale". Now there is a variation in that, so section 18 of the RERD Act, 2016 has to be read in the context of the variations.

16. The complainant has received assured return from promoter/respondent upto 31.08.2019 and the date of handing over possession is 02.09.2019. The allottee/complainant cannot take double advantage of the same period by claiming assured return and interest for the period 01.03.2018 to 31.08.2019. The promoter has paid an amount of ₹8,78,269/- and ₹9,27,429/- paid as assured return and EMI which far exceed the interest payable under section 18, determined at ₹3,13,001/-. Therefore, this complaint deserves to be dismissed, the complainants being already receiving much more amount than whatever is payable under section 18 of RERA Act, 2016. Therefore, the complaint is dismissed as devoid of any merit and substance.

17. No other relief is made out.

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

Chandigarh
Dated: 06.04.2026


(Binod Kumar Singh)
Member


(Arunvir Vashishta)
Member



(Rakesh Kumar Goyal)
Chairman

Endst. No./AUTH/RERA/PB/PA/Sec.31/39-46

Dated:- 06.04.2026

A copy of this order is hereby ordered to be forwarded to the following for information and necessary action:-

1. Ms. Jyoti Sharma W/o Mr. Mandeep Vashsiht .
2. Mr. Mandeep Vashsiht S/o Sh. Santosh Kumar Vashsiht
Through GPA Sh. Santosh Kumar Vashsiht
All R/o House No. 203, M.S. Enclave, Dhakoli, Zirakpur, SAS Nagar (Mohali) – 140603.
3. Sushma Buildtech Limited, Unit No. B-107, Business Complex –Elante Mall, 1st Floor, Industrial Area, Phase-1, Chandigarh – 160002.
4. Manhattan Infra Services Pvt. Ltd., Unit No. B-107, Business Complex – Elante Mall, 1st Floor, Industrial Area, Phase-1, Chandigarh – 160002.
5. The Secretary, RERA, Punjab.
6. The Director (Legal).
7. The Complaint File.
8. The Master File.


(Sawan Kumar),
P.A. to Member (RKG),
RERA, Punjab.