



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. 0057/2025
2. Name & Address of the complainant (s)/ Allottee	1. Sh. Pardeep Kumar Sanghi 2. Ms. Mandakini Sanghi 3. Sh. Abhinav Sanghi r/o # 2084, Sector 21C, Chandigarh - 160022.
3. Name & Address of the respondent (s)/ Promoter	M/s.Omaxe Chandigarh Extension Developers Pvt. Ltd. through Director (Now known as Omaxe New Chandigarh Developers Pvt. Ltd.) SCO No. 139-140 1 st Floor, Madhya Marg, Sector 8-C, Chandigarh – 160008.
4. Date of filing of complaint	27.01.2025
5. Name of the Project	The Lake, Group Housing, project part of Mega Residential Project at Mullanpur (New Chandigarh Master Plan) in GMADA, Punjab
6. RERA Registration No.	PBRERA-SAS80-PR0040
7. Name of Counsel for the complainant, if any.	Complainant in person.
8. Name of Counsel for the respondents, if any.	Sh. Tejeshwar Singh, Sh. Vageesh Marwaha Advocates for the respondents
9. Section and Rules under which order is passed	Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. State RERD 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

The present complaint dated 27.01.2025 has been filed by Sh.Pardeep Kumar Sanghi, Ms. Mandakini Sanghi & Sh. Abhinav Sanghi (hereinafter referred as the 'Complainants' 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 physical possession of the allotted unit alongwith interest for the delayed period** relating to a RERA registered project namely 'The Lake' Group Housing project part of Mega Residential Project at Mullanpur (New Chandigarh Master Plan) in GMADA, Punjab promoted by **M/s.Omaxe New**



Chandigarh Developers Pvt. Ltd (formerly known as M/s.Omaxe Chandigarh Extension Developers Pvt. Ltd. as is apprised by the promoter in its reply) (hereinafter referred as the 'Respondents' for the sake of convenience and brevity).

2. The brief gist of the complaint, as alleged by the complainants are that:-

i. The complainants booked a residential unit bearing No. TLC/CASPEAN-B/SEVENTH/701, 3-BHK flat admeasuring 1885 sq. ft. (175.12 sq. mtrs.) of super area in Tower Caspean-B of the project "The Lake" at Omaxe New Chandigarh, Mullanpur, SAS Nagar, Punjab, vide booking dated 08.12.2014 followed by Allotment Letter dated 21.01.2015, and the Buyer's Agreement was executed on 08.11.2016;

ii. The total sale consideration was fixed at ₹47,05,822/- with a basic sale price of ₹34,49,983/- calculated @ ₹1,830/- per sq. ft. on super area basis; that the Complainants, till filing of the present complaint, have paid a sum of ₹39,74,920/- including GST as per demands raised from time to time and have remained regular in payments;

iii. As per Clause 40(a), possession was to be delivered within 42 months from booking i.e. by 08.06.2018, however the Respondent failed to do so and, after inordinate delay, issued a purported offer of possession dated 09.10.2024 without obtaining the mandatory Occupation/ Completion Certificate, rendering the offer illegal and unacceptable;

iv. The Respondent has further unilaterally increased the super area from 1885 sq. ft. to 1975 sq. ft. and arbitrarily enhanced the price without consent, in violation of Section 14(2) of the Act, and has thereby



illegally charged excess amounts, including approximately ₹14,70,371/- on account of inflated area;

v. Despite repeated requests, the Respondent has neither paid interest for delayed possession nor refunded the excess charges and has instead issued coercive notices including notice dated 04.02.2025 threatening cancellation;

vi. The Respondent has acted in violation of provisions of RERA Act, 2016 by charging on super area instead of carpet area, offering possession without statutory, hence the present complaint is seeking the following reliefs:-

“1. In light of Section 18 & 19 of RERA Act 2016, Respondent be directed to pay interest for delayed possession as per RERA Rules on amount paid i.e. Rs.39,74,920/- till the date of offer of Actual Legal Possession.

2. In light of Section 34, 35 & 37 of RERA Act, 2016, Respondent be directed to charge only for “Actual Carpet area” i.e. 117.34 Sq. Mtr./ 1263.03 Sq. Ft. and not for the Super Area of 1975 Sq. Ft./ 183.48 Sq. Mtr. as per layout/disclosure made before RERA Authority.

3. In light of Section 37 of RERA Act, 2016 Respondent be directed to refund the amount of Rs.14,70,371/- which has been illegally charged by the way of misrepresentation/fraud against the excess area of 712 Sq. Ft. (622 Sq. Ft. + 90 Sq. Ft.).

4. In light of Section 11, Respondent be directed to obtain and supply a valid OC/CC from the Competent Authority and to offer a valid legal physical possession and to execute Conveyance Deed in terms of Section 17 of RERA Act 2016 within a time bound manner.

5. That the penalty of 5% of the estimated cost of the project be imposed U/S 61 of RERA Act, 2016 on Respondent for violating Section 7, 11, 14, of RERA Act, 2016 & various other provisions of the RERA Act by not adhering to sanctioned layout plans and involving in unfair trade practices by selling the unit on Super Area instead of Carpet Area.



6. *Any other relief that this Hon'ble Authority may deem fit and appropriate in view of the fact and circumstances of the present complaint."*

3. In response to the complaint, the respondent filed its reply and contested the present complaint stating therein that:-

i. The Complainants approached the Respondent for booking of a unit for investment purposes, and the Allotment Letter/Buyer's Agreement was forwarded to them vide letter dated 21.01.2016. However, the Complainants failed to execute the Agreement within the stipulated time and remained non-responsive despite repeated reminders, resulting in delay attributable solely to them. The Agreement was ultimately executed only on 08.11.2016, and Unit No. TLC/CASPEAN-B/SEVENTH/701 was thereafter provisionally allotted.

ii. It is further submitted that the Complainants availed a housing loan from Punjab National Bank, pursuant to which a Tripartite Agreement dated 22.12.2016 was executed, clearly stipulating that repayment obligations and coordination for disbursement rested entirely upon the Complainants and were not linked to the stage of construction. Despite this, the Complainants repeatedly defaulted in making timely payments and even delayed instalments when paid, thereby violating the terms of the Agreement.

iii. The Complainants had also availed an Additional Discount Payment Plan under which a rebate of ₹3,49,766/- was granted, subject to strict adherence to the payment schedule. However, due to persistent defaults, the Respondent is entitled to withdraw the said benefit and recover the discounted amount along with other outstanding dues, including delay interest, statutory levies, and other charges, which remain unpaid till date.



iv. The Respondent submits that the construction of the project was significantly impacted due to the unprecedented COVID-19 pandemic, which constitutes a *force majeure* event, resulting in stoppage of work, disruption in supply chains, and acute shortage of labour and materials, the effects of which continued till the latter half of 2023. The stipulated period of 48 months (42 months + 6 months grace period) for completion was subject to timely payments by the Complainants and *force majeure* circumstances and therefore cannot be construed as a strict timeline.

v. The Respondent completed the construction and obtained the Occupation Certificate on 26.11.2024, and issued an Offer of Possession dated 09.10.2024 to the Complainants along with details of outstanding dues. Despite repeated reminders, the Complainants have failed to take possession and clear their dues, in violation of their statutory obligations.

vi. It is further submitted that the total sale consideration of the unit was mutually agreed between the parties in the Buyer's Agreement, wherein the unit was agreed to be sold on the basis of super area measuring 1885 sq. ft., with the corresponding price calculated accordingly. The Complainants, having executed the Agreement with full knowledge and having made payments over time, are bound by its terms and are estopped from disputing the same. The distinction between carpet area and super area was clearly disclosed.

vii. The Respondent further submits that the super area mentioned in the Agreement was tentative and subject to variation upon completion of construction, which was expressly accepted by the Complainants. The final super area increased from 1885 sq. ft. to 1975 sq. ft., i.e., an



increase of 90 sq. ft., which is within permissible limits and in accordance with the terms of the Agreement. The Complainants are therefore liable to pay for the increased area and cannot dispute the same at this stage.

viii. It is also submitted that the Complainants have suppressed material facts, particularly their repeated defaults in payment, and have approached this Hon'ble Authority without clean hands. Their claims are misconceived and misleading. Further, the claim for compensation or interest is contractually barred in view of the *force majeure* clause contained in the Agreement, especially in light of the COVID-19 pandemic and related disruptions.

In view of the above submissions, the respondent sought dismissal of the present complaint.

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. The Complainants submit that the unit was booked on 09.08.2014 with possession due by 08.02.2018 (42 months), however, possession was delayed by more than 7 years and 9 months and was ultimately offered only on 07.11.2025, with an earlier premature Offer of Possession dated 09.10.2024 issued without obtaining the Occupation Certificate, which was granted later on 26.11.2024; it is further submitted that the Respondent illegally charged on the basis of super area 1885 sq. ft. instead of carpet area 1263.63 sq. ft., including an additional increase of 90 sq. ft., thereby charging



for excess 712 sq. ft. and recovering ₹14,70,371/- illegally; moreover, against the agreed sale consideration of ₹47,05,822/-, the Complainants have already paid ₹54,11,876/-, i.e., an excess of ₹7,06,054/-, yet the Respondent continued to raise arbitrary demands, failed to complete the unit, and offered possession of an incomplete flat despite directions dated 15.09.2025, with deficiencies observed during the site visit dated 29.09.2025; thus, the Respondent has committed delay, illegal charging, and harassment, and the present rejoinder deserves to be taken on record and appropriate relief be granted to the Complainants.

5.1 For ready reference, the payment details made by the Complainants, which is not disputed by the respondent, including payments made up to the filing of the present complaint as well as those made during the pendency thereof, are as under:-

14. **Details of Payment Annexure A as on 27/01/2026** (6)

Sr.No	Date of Payment Received	Amount(Rs.)	Cheque(Details)
1	09/08/2014	1,00,000/-	409327 of O.B.C
2	08/12/2014	71,000/-	409330 of O.B.C
3	18/09/2015	10,000/-	228887 of O.B.C
4	08/11/2016	3,19,000/-	188043 of O.B.C
5	02/01/2017	1,99,983/-	Through NEFT
6	02/01/2017	3,02,094/-	--do--
7	29/04/2017	3,07,224/-	--do--
8	04/08/2017	5,48,880/-	--do--
9	09/10/2017	3,53,895/-	--do--
10	01/01/2018	3,53,905/-	--do--
11	25/08/2018	3,53,905/-	--do--
12	02/03/2019	3,53,904/-	--do--
13	27/10/2023	3,50,565/-	Through RTGS
14	15/11/2023	3,50,565/-	--do--
15	20/02/2025	3,46,000/-	--do--
16	27/02/2025	3,00,000/-	--do--
17	10/03/2025	90,000/-	Through NEFT
18	16/08/2025	2,00,946/-	--do--
19	19/08/2025	5,00,010/-	--do--
Total Amount Paid		54,11,876/-	

As per Agreement with OMAXE ,Pg40 , the Total amount to be paid to Omaxe was Rs 47,05,822/-only

Interest for period till dt. 30-03-26 would be Rs.52,954/.
 (ii) That, So the total Delay Interest upto dt 30-03-26 will become Rs28,76,384/- only.

6. 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. From the pleadings and documents on record, certain facts emerge which are not in dispute. The complainants had booked a residential unit bearing No. TLC/CASPEAN-B/SEVENTH/701 in the project of the respondent and an allotment letter was issued followed by execution of the Buyer's Agreement on 08.11.2016. The total sale consideration of the unit was fixed at ₹47,05,822/-, which is attached as under for ready reference: -

CUST ID: TLC/148

ANNEXURE-A

Hologram No:

All that Residential Flat No. "TLC/CASPEAN-B/SEVENTH/701", having super area admeasuring approx. 1885 Sq.Ft./175.12 Sq. Mtr. in the Residential Project "The Lake", situated in

COST OF THE UNITANNEXURE-B (PART-I)

(A) Basic Cost	3,449,983.55
(B) Additional Cost	910,883.50
(C) Maintenance Security	65,975.00
(D) Govt. Levies	278,980.00
TOTAL COST OF UNIT: Rs.4,705,822.05(Rupees Forty-Seven Lakh Five Thousand Eight Hundred Twenty-Two And Five Paise Only)	



[Signature]
 For Omaze Chandigarh Extension Developers Private Limited
 Chandigarh
 Authorized Signatories

[Signature]
 Buyer

[Signature]
 Buyer

7.1 It is also not disputed that the complainants have paid a substantial amount of Rs.54,11,876/- towards the sale consideration. It is further admitted that the possession of the unit was not delivered within the stipulated period as per the agreement, and that the Occupation Certificate for

the project was obtained on 26.11.2024. It is also an admitted position that the complainant ultimately took possession of the unit on 07.11.2025 during the pendency of the present complaint.

8. During the arguments, the complainants have contended that there has been an inordinate delay of more than six years in delivery of possession beyond the committed date of 08.06.2018, and the offer of possession dated 09.10.2024 is illegal being issued prior to obtaining the Occupation Certificate dated 26.11.2024, and therefore cannot be treated as a valid offer, however, during the pendency of the present complaint, the possession of the unit was taken over by the complainant on 07.11.2025 but it has been specifically brought on record by the complainant that the documents provided at the time of handing over/taking over of possession were not duly signed by the respondent. The complainant has further requested that properly executed and signed copies of all relevant possession and handover documents be furnished, which remains to be complied with by the respondent.

8.1 It is further submitted that despite having paid a substantial amount of ₹54,11,876/- against the agreed sale consideration of ₹47,05,822/-, the respondent has failed to hand over lawful possession within time and has not paid any interest for the delayed period. The complainants have also challenged the increase in super area from 1885 sq. ft. to 1975 sq. ft. and alleged that the respondent has illegally charged an amount of ₹14,70,371/- on account of excess area, including charging on super area instead of carpet area of 1263.03 sq. ft. On these grounds, the complainants have sought interest for delay, refund of excess amount, and directions for delivery of lawful possession along with complete documentation.

9 Per contra, the respondent has submitted that the Buyer's Agreement was executed on 08.11.2016 due to delay on the part of the



complainants and therefore the timeline for possession is liable to be reckoned accordingly. It is further contended by Respondent that the complainants were irregular in making payments and had availed a discount of ₹3,49,766/- under a payment plan, which is liable to be withdrawn due to defaults. The respondent has also pleaded that the delay in construction occurred due to *force majeure* circumstances, particularly the COVID-19 pandemic during the years 2020 to 2023, which disrupted construction activities. It is submitted that the Occupation Certificate has been obtained on 26.11.2024 and although possession was offered 09.10.2024, but the complainants failed to clear outstanding dues and take possession within time. With regard to the increase in super area from 1885 sq. ft. to 1975 sq. ft., it is contended that the same was tentative and subject to variation as per the terms of the Agreement and is within permissible limits, and therefore the complainants are liable to pay for the increased area.

10. This Bench of Authority has carefully considered the pleadings and submissions advanced by both the parties. It is an undisputed fact that the complainants were allotted the unit bearing No. TLC/CASPEAN-B/SEVENTH/701 and, as per the Agreement for Sale dated 08.11.2016, possession of the said unit was to be handed over on or before 07.11.2020 (i.e., 42 months plus a grace period of 6 months).

10.1 Further, with regard to the reliance placed on the COVID-19 pandemic, it is observed that the construction period of the project overlapped with the said period. This Authority had granted a general extension of 6 months for completion of projects due to COVID-19, and accordingly, **the due date of possession stands extended to 07.05.2021** instead of 07.11.2020, being the originally committed date under the Buyer's Agreement dated 08.11.2016. The objection raised by the respondent regarding non-joinder of necessary parties, on account of the housing loan and execution of a Tripartite



complainants' unit stands established. The Agreement for Sale in the present matter was executed on 08.11.2016, well before the commencement of the Real Estate (Regulation and Development) Act, 2016. At the time of execution of the agreement, it was the prevailing industry practice that apartments were marketed, sold, and priced on the basis of '**super area**', which included not only the usable internal area but also proportionate loadings of common areas and exclusive appurtenances such as balconies and projections. Such commercial norms governed real estate transactions for several decades prior to the introduction of RERA, and the parties entered into the agreement in question with full knowledge of this standard practice. Consequently, the contractual terms based on 'super area'—unless found to be arbitrary, unreasonable, or contrary to the law applicable at the time of execution—remain binding and enforceable between the parties.

10.5. Further, the complainant's primary contention is that the promoter could not have increased the super area without obtaining their prior written consent. However, the first issue that arises is whether the RERD Act, 2016—and particularly Section 14(1) of the RERD Act, 2016 which mandates consent of allottees for alterations affecting the unit area—can be applied retrospectively to an agreement executed prior to the Act. This Bench of Authority finds that RERA is a prospective legislation. The requirement introduced by Section 4(2)(h), mandating disclosure of units strictly on the basis of '**carpet area**', marks a clear policy shift intended to ensure transparency and standardization in the real estate sector. Section 4(2)(h) requires the promoter, at the time of registration of a project under the Act, to declare the carpet area of each apartment, and the Act defines "carpet area" under Section 2(k) as the net usable floor area excluding the area covered by external walls, balconies, verandas, open terraces and common areas. For



ready reference, Section 4(2)(h) of the RERD Act, 2016 is reproduced hereunder:-

“(h) The number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas (appurtenant) with the apartment, if any;”

10.6. This legislative reform, however, applies prospectively to projects registered under RERD Act, 2016 after its commencement and does not retrospectively invalidate or rewrite contractual terms entered into before the Act came into force. A pre-RERA agreement cannot be reopened or modified solely on the ground that the RERD Act, 2016 subsequently adopted a different measurement standard. To hold otherwise would amount to retrospective alteration of vested contractual rights, which the Act does not contemplate.

10.7. In the present case, since the Agreement for Sale dated 08.11.2016 was executed prior to the RERD Act, 2016 and the unit was sold on the basis of super area consistent with the long-standing practice prevailing at that time, the terms relating to super area continue to govern the rights and obligations of the parties. The promoter has also satisfied the Authority that the additional area in question represents an actual and tangible increase in the complainant's exclusive use area in the form of a balcony/verandah, and the complainants have not disputed their physical access or enjoyment of this additional space. Reference in this regard may be made to the order passed by this Bench of Authority on 04.12.2025 in **GC No. 0455/2023 titled as Naresh Kumar & Anr. Vs. M/s. Omaxe Chandigarh Extension Developers Pvt. Ltd.**

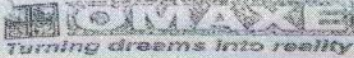



10.8. Accordingly, this Bench of Authority following the same view and consistency concludes that the promoter was within its contractual rights to compute the price of the unit on the basis of the 'super area' mentioned in the

pre-RERA agreement, including the area of the balcony. The corresponding financial demand arising from the increase in the 'super area' cannot be held to be contrary to law merely because RERA Act, 2016 subsequently introduced the concept of carpet area as the standard measure. Since the project was initiated and the agreement was executed prior to the commencement of the RERA Act, 2016, the promoter is legally entitled to charge for the increase in the 'super area' in accordance with the terms of the Agreement for Sale. However, for any increase in the area the same rate will be applied as was applied for super area for the flat sold.

10.9. In view of the above, it is observed that the respondent, while claiming to have offered possession on 09.10.2024, in fact issued *only a fit-out possession*, which cannot be construed as a valid legal possession under the RERA Act, 2016 as it was not supported by an Occupancy Certificate. For ready reference, the offer of possession so issued to the complainant is as under:-



SPEED POST/REGD. POST

TLC/148

To,
ADHINAV KUMAR SANGHI & MANDAKINI SANGHI & PARDEEP KUMAR SANGHI
 # 2084, SECTOR 21 C
 CHANDIGARH PUNJAB 160022 IN
 91272084.

09-OCT-24

Sub: Offer of Possession of Residential Flat No. TLC/CASPEAN-B/SEVENTH/701 admeasuring 1973sq. R. (183.48 sq. mt.) ("said Unit") in the Project "The Lake" situated at Omaxe New Chandigarh for carrying fit-outs

Dear Sir/Ma'am,

This bears reference to the said Unit allotted to you vide Agreement for Sale dated 08-NOV-16 (hereinafter referred as "said Agreement") under the terms and conditions stipulated therein.

We are pleased to inform you that the construction and development of the said Project has been completed.

We hereby offer you possession of the said Unit for carrying fit-outs upon compliance of necessary formalities by you including payment of remaining sale consideration as stated in the Statement of Account annexed hereto as Annexure -A within 15 days of this Letter. Upon realization of balance sale consideration amount, the final finishing touches to your said Unit will be taken up and on completion of codal formalities and registration of Sale/Conveyance Deed for said Unit in your favour, the possession of the above said Unit will be handed over to your good self as per the terms of the Agreement for Sale.

Now, you are sincerely requested to make payment of the remaining sale consideration amount of the said Unit within stipulated period to avoid levying of interest as per the terms of the Agreement for Sale. Upon receiving the remaining sale consideration and on adherence of required formalities, and completion of the formalities, the Conveyance/Sale Deed of the aforesaid Unit will be executed and registered in your favour.

We hereby clarify that nothing contained hereinabove shall be deemed to mean or include and shall be construed to create any right, title, and interest of the captioned Unit in your favour at any time and under any circumstances unless the Conveyance/Sale Deed of the said Unit is executed/registered in your favour.

For any other query please feel free to contact at 18001020064 or you can mail us at customerrelations_chandigarh@omaxe.com during working hours.

Assuring you our best services always. Please do the needful at the earliest.

DTDC Express Limited Regd. Office: No-3, Victoria Road Bangalore - 560027		ORIGIN	DESTY.
POUCH NO.		DATE 10/10/24	
Sender's (Consignor) Name: TLC/EAR		Recipient's (Consignee) Name: Adhinav Kumar	
Company Name & Address:		Company Name & Address:	
City: State: PIN Code:		City: Chandigarh PIN Code:	
Sender's GSTIN*		Recipient's GSTIN*	
Nature of consignment: <input type="checkbox"/> Gen <input type="checkbox"/> Frag <input type="checkbox"/> Valuable <input type="checkbox"/> Hazardous <input type="checkbox"/> Other		Description of Content	
TO: ADHINAV KUMAR SANGHI & MANDAKINI SANGHI & PARDEEP KUMAR SANGHI # 2084, SECTOR 21 C, CHANDIGARH CHANDIGARH PUNJAB 160022 IN 91272084		No. of consignments: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 Mode of transport: <input type="checkbox"/> Surface <input type="checkbox"/> Air Cargo <input type="checkbox"/> Express Tracking Number: 129997513	
CHARGE: RP 2715 22 82454 CARRIER: DTDC		Owner: <input type="checkbox"/> Carrier: <input type="checkbox"/>	

10.10. The respondent obtained Occupancy Certificate on 26.10.2024. Despite repeated reminders to the complainants, the respondent has failed to produce any documentary evidence to show that possession was offered to the complainants immediately upon obtaining the Occupancy Certificate. The various letters sent as email by the promoter (respondent) nowhere asked the allottee (complainant) to take possession and/or stating that occupation certificate has been received. The promoter is well aware and assisted by the best of professionals in every field including legal field. The first valid and legally enforceable offer of possession was issued to the complainants on **07.11.2025**, which is attached as under:-

554

P.K. Sanghi

HANDING/TAKING OVER CERTIFICATE
THE LAKE
OMAXE, NEW CHANDIGARH

UNIT No.:- TLC/CASPEAN-B/SEVENTH/701

1) THE FOLLOWING MAJOR FIXTURE HAVE BEEN HANDED / TAKEN OVER :-

- ALL ELECTRICAL PROVISION (LIGHTS, FANS, SWITCHES, SOCKETS, GEYSERS ETC.)
- WC-02..., WASHBASIN.02...,
- VITRIFIED TILES: - FLOORING & BATHROOM WALL TILES.
- TOILET / BATHROOM ACCESSORIES.
- UPVC WINDOW FRAMES WITH GLASSES.
- WOODEN DOORS
- KEYS SET.04...FOR DOOR LOCK & MAIN DOOR KEY NO. 171271
- SS SINK IN KITCHEN

2) ALL ABOVE SAID ACCESSORIES HAVE BEEN TAKEN OVER IN SATISFACTORY CONDITION.

3) ELECTRIC AND WATER SUPPLY IS SATISFACTORY.

4) ENERGY METER SR. NO. IS: - R-70038

5) START METER READING IS: - 6.1 Kwh (EB) (KWH).
0.0 Kwh (P.G)

TAKEN OVER BY:-

SIGNATURE: P.K. Sanghi Mandakini
NAME: - 1. P. K. SANGHI
2. Abhinav Sanghi & Mandakini Sanghi
CONTACT NO: 7973036398
EMAIL ID: pk.sanghi1957@gmail.com
DATE: - 07/11/2025

HANDED OVER BY:-

SIGNATURE: Gurpreet Singh
NAME: Gurpreet Singh
CONTACT NO: 8284999040
DATE: 07/11/25

Current Address:

True Copy
Tsingh
Advocate



10.11. Accordingly, this Bench of Authority holds that the effective date of valid possession is 07.11.2025, and not 09.10.2024. In view of this, the respondent is liable to pay interest to the complainants from 07.05.2021, being the day after the committed date of possession,

up to 07.11.2025 i.e. valid offer of possession made to the complainants, in accordance with Section 18(1) of the RERA Act.

11. Since the construction has been delayed inordinately; therefore, as per provisions of Section 18 the complainant is entitled to claim interest as per its choice in case of non-completion on due date. It 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.”

(Emphasis supplied)

Accordingly, the delay is attributable to the respondent and the complainants are held entitled to interest for the period of delay.

11.1. It has been observed that the promoter obtains signatures of the allottee on various documents, proformas, annexures and related papers, which are required to be duly executed by both parties, however, in several instances the promoter either retains such documents unsigned on its part or signs them subsequently without furnishing a duly executed copy to the



allottee, which is contrary to the principles of transparency under the RERD Act, 2016; accordingly, the promoter is directed to provide copies of all such duly executed documents to the allottee within 30 days of handing over due possession, and further to comply with the mandate of Section 17(2) of the Real Estate (Regulation and Development) Act, 2016 by handing over all requisite documents and material, including completion/partial completion certificate/occupancy certificate and other related records, within 30 days upon the receipt of completion/partial completion certificate/occupancy certificate.

12. In view of the above findings, the complaint deserves to be **Partly Allowed** and the respondent has failed to fulfil its contractual and statutory obligation to deliver possession of the allotted unit within the agreed timeline. In view of the delay attributable solely to the respondent, the complainants are entitled to interest w.e.f. 07.05.2021 @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 15.02.2026 + 2%) till 07.11.2025 (i.e. till the date of taking over of offer of possession) –as is discussed in Para 10.11 (*supra*) - 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 i.e. 07.05.2021 [as discussed in Para 10.1 (*supra*)] till it is validly offered to the allottee by the promoter/respondent to the previous month of the date in which possession has been effectively handed over by the promoter i.e. 07.11.2025. 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 (In Months)	Interest Amount
A	B	C	D	E	F
01.06.2021	3273790.00	31.10.2025	@ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 15.02.2026 + 2%)	53	1561592.00
01.11.2023	350565.00			24	75722.00
01.12.2023	350565.00			23	72567.00
01.03.2025	646000.00			8	46512.00
01.04.2025	90000.00			7	5670.00
01.09.2025	700956.00			2	12617.00
TOTAL	54,11,876.00				17,74,680.00



13. The Hon'ble Supreme Court, in its judgment in the matter of *M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and Others (Civil Appeal Nos. 6745-6749 of 2021)*, has upheld that the refund to be granted u/s. 18 read with Section 40(1) of the Real Estate (Regulation & Development) Act, 2016 is to be recovered as Land Revenue along-with interest and/or penalty and/or compensation.

14. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the above amount shall be recovered as Land Revenue as provided u/s 40(1) of the RERD Act, 2016. The total amount due towards delayed interest upto 31.10.2025 is calculated at an amount of ₹17,74,680/- and the respondent is directed to make the payments within 90 days to the complainants.

15. The amount of ₹17,74,680/- as interest upon the delayed period, as determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016 has become payable by the respondent to the complainants and the respondent is directed to make the payment within 90 days from the date of receipt of this order as per Section 18 of the Real Estate (Regulation & Development) Act, 2016 read with Rules 17 of the Punjab Real Estate (Regulation & Development) Rules, 2017. The amount of ₹17,74,680/- determined as interest upon the delayed period is held "**Land Revenue**" under the provisions of Section 40(1) of the RERD Act, 2016. The said amounts are to be collected as Land Revenue by the Competent Authorities as provided/authorized in the Punjab Land Revenue Act, 1887 read with section 40(1) of the Real Estate (Regulation and Development) Act, 2016. Any payment to any of the complainants will be considered as payment towards all the complainants and in satisfaction of the decree amount mentioned in this order. The recovery certificate to be issued should specifically mention this direction for the Land Revenue Recovery



Authorities. It is directed at the cost of repetition that primarily the promoter i.e. M/s. Omaxe New Chandigarh Developers Pvt. Ltd is responsible for payment of money determined in this order. The proceedings u/s. 40(1) of the RERD Act, 2016 for issue of recovery certificate are additional and a parallel legal remedy to recover the dues determined under this order to be collected by the prescribed authority under Punjab Land Revenue Act, 1874.

16. However, at the cost of repetition it is ordered in addition to the above direction and discussion in various paras, the following ordered specifically for necessary compliance:-

- a. The respondent is directed to pay delayed possession interest amounting to ₹17,74,680/- to the complainant calculated upto 07.11.2025 i.e. till the date of taking over of possession.
- b. To adjust the amount of ₹17,74,680/- determined as "Land Revenue" u/s. 40(1) of the RERD Act, 2016 with any amount payable by the complainant to the promoter and if still any balance remains from this interest shall be adjusted with maintenance charges applicable.
- c. The maintenance charges will be applicable from the date of taking over the physical possession i.e. 07.11.2025 when the possession was taken over, and not from prior offer of possession on 07.11.2025.
- d. To issue recovery certificate for balance sum, if any, if still payable out of ₹17,74,680/- determined as interest on delayed possession adjusting the charges payable by complainant as payable only as determined in accordance with the "Agreement for Sale" dated 08.11.2016.



- e. The promoter is allowed to charge the increase in super area of 40 feet including balcony at the average rate charged for the flat on the basis of super area of the agreement dated 08.11.2016.
- f. The promoter will not charge any 'Maintenance Charges' prior to 07.11.2025.
- g. The promoter/respondent shall provide to the complainants a copy of the handing over/taking over document(s), duly signed by it, which were not furnished to the complainants at the time of execution of such documents, so as to ensure proper record of delivery of possession.
- h. The respondent/promoter will provide duly signed by it copies of all documents, papers submitted by allottee which were to be signed by both the parties i.e. allottee and promoter.

17. **The Secretary of this Authority is hereby directed to issue a "Debt Recovery Certificate" after 90 days of receipt of this order, for an amount of ₹17,74,680/- as interest on delayed possession, till the amount is paid. It will send the Debt Recovery Certificate to the jurisdictional Deputy Commissioner of the District being Competent/ jurisdictional Authority as mentioned in the Punjab Land Revenue Act, 1887 after 90 days of the issuance of this order to be recovered as arrears of "Land Revenue". A copy of this "Recovery Certificate" should be sent to both to the complainant and respondents by email and speed post for necessary action at their end and record purposes. The complainants & the respondent are directed to inform the Secretary of this Authority regarding any payment received or paid respectively so as to take the same in to account before sending "Recovery Certificate" to the Competent Authority for recovery. **Further, Sh.Abhinav Sanghi, Ms. Mandakini Sanghi &****



Sh.Pardeep Kumar Sanghi are held to be Decree Holders and the Respondent i.e. Omaxe New Chandigarh Developers Pvt. Ltd. as judgment debtor for the purposes of recovery under this order.

18. No other relief is made out.

19. 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





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

Endst. No./CP/RERA/PB/PA/Sec.31/ 536

Dated:- 06.04.2026

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

1. Sh. Pardeep Kumar Sanghi
2. Ms. Mandakini Sanghi
3. Sh. Abhinav Sanghi
(1 to 3 all are r/o # 2084, Sector 21C, Chandigarh - 160022.)
4. M/s.Omaxe Chandigarh Extension Developers Pvt. Ltd. through Director
(Now known as Omaxe New Chandigarh Developers Pvt. Ltd.)
SCO No. 139-140 1st Floor, Madhya Marg, Sector 8-C, Chandigarh – 160008.
5. The Secretary, RERA, Punjab.
6. The Director (Legal), RERA, Punjab.
7. The Complaint File.
8. The Master File.


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