



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. 0172/2025
2. Name & Address of the complainant (s)/ Allottee	Shmt. Lalita Kumari W/o Sh. Dinesh Lohia r/o 1339, Sector-7, Thanesar Kurukeshtra-136118
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	16/04/2025
5. Name of the Project	Omaxe Greens II, Village Jharmari, Tehsil Derabassi, District SAS Nagar
6. RERA Registration No.	PBRERA-SAS79-PR0284
7. Name of Counsel for the complainant, if any.	Advocates, Mr. Mohit Dhiman, Ms. Pooja & Ms. Manisha Maggu, Counsels for the complainant
8. Name of Counsel for the respondents, if any.	Advocates Sh. Arjun Sharma & Sh. Sourav Duvedi, 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	20.02.2026

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 16.04.2025 has been filed by Shmt.Lalita Kumari (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 handover the physical possession of the allotted unit along-with interest for the delayed possession** relating to a RERA registered project namely '**Omexe Greens Phase-II**' developed on a portion of land situated at



Village Jharmari, Tehsil Derabassi, Distt. SAS Nagar Mohalipromoted 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) and registered with RERA Pb. (Registration No. - PBRERA-SAS79-PR0284).

2. The brief gist of this complaint is that the complainant, acting upon the representations of the Respondent Company regarding timely delivery, booked on 17.09.2018 a 3 BHK residential flat measuring 1610 sq. ft. on 2nd Floor, Tower No.T7 in the project "Omaxe Greens II situated at village Jharmari, Tehsil Derabassi, District SAS Nagar, Punjab, duly registered with this Hon'ble Authority under registration no. PBRERA-SAS79-PR0284. The Respondent Company thereafter allotted Flat No. OGDB/T7/SECOND/201, having a super area of approximately 1610 sq. ft./ carpet area of approximately 1085 sq.ft. An Agreement For Sale was executed on 17.09.2018 whereby the possession of the unit was contracted to be delivered on or before December 2020. The complainant, under the construction-linked payment plan, have paid a total sum of ₹40,47,737/- inclusive of GST out of the total sale consideration of ₹43,29,656/- excluding GST, as contended by the complainant. The Respondent Company offered fit out possession of the unit vide letter dated 25.03.2025 seeking an amount of ₹2,99,090/-. The physical possession has not been offered so far to the complainant so far. There is inordinate delay in handing over possession which constitutes a violation of the Agreement For Sale as well as the statutory rights of the allottee under the RERA Act, 2016. The complainant has prayed that this Hon'ble Authority may direct the Respondent Company to offer possession of the



allotted flat forthwith and to pay interest for the delay from agreed date of possession till actual handover of possession on the amounts deposited by the complainants and refund the additional GST received by the respondent.

3. In response to the complaint, the respondent filed its reply and contested the present complaint stating therein that the present complaint is misconceived and liable to be dismissed, as the complainant herself is in default of her obligations under the Agreement for Sale dated 17.09.2018, executed pursuant to her application No. OGDB/89 dated 27.02.2018 for allotment of 3 BHK residential flat in the project "Omaxe Greens Phase-II". The respondent submitted that despite repeated reminders and demand notices, the complainant made delayed payments on multiple occasions, thereby disentiing herself to various benefits and rendering herself liable to pay the delay interest, as per Clause 7.3 of the Agreement. The allegation that possession was due by December 2020 is denied, as the timelines stood subject to extension on account of the complainants' own defaults. It was further submitted that the period of completion stipulated under the Agreement cannot be treated as binding in view of the unforeseen disruption caused by the COVID-19 pandemic, and accordingly, the date of possession stands duly extended. The said allegations of unfair trade practice, misuse of funds, or mala fide intent are false, baseless, and defamatory, as the Respondent has spent hundreds of crores of rupees in mobilizing resources, generating and creating infrastructure, manpower, building material, installation of electrical equipment, sewerage systems, water pipelines and other most of services and amenities to make living of the allottees in the project as state of pride and comfortable. In view of the complainant' own defaults and concealment of



material facts, no cause of action arises in her favour, and she is not entitled to any of the reliefs sought in the present complaint.

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 proceeded further. The grounds of relief asked are as follows:-

"A. To offer possession of the allotted plot at the earliest, as it is already delayed from more than 5 years.

B. To direct the Respondent to pay interest on the amount of Rs. 40,47,737/- for every month of delay, till the delivery of actual legal physical possession as per provisions of the RERA Act.

C. To grant any other relief as this Hon'ble Authority deems fit."

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 3 BHK residential flat in the project "Omaxe Greens Phase II" at Village Jharmari, Tehsil Derabassi, District SAS Nagar, Punjab, duly registered with this Authority under registration no. PBRERA-SAS79-PR0284. The flat allotted was Flat No. OGDB/T17/Second/201 admeasuring a super area of approximately 1610 sq. ft./ carpet area of approximately 1085 sq.ft., wherein possession was stipulated to be delivered on or before December 2020. The total sale consideration of the unit



was fixed at ₹43,29,656/- excluding GST, against which the complainant have already paid ₹40,47,737/- including GST, as contended by the complainant. The offer for fit out possession of the unit was made to the complainant vide letter dated 25.03.2025. However, thereafter, offer for possession was not made though permission for occupancy [Form-D under Rule-10(2)] was obtained by the respondent from Greater Mohali Area Development Authority vide Memo No. GMADA-E.O./2025/GMADA/25-26/PIO/2 dated 29.05.2025. During the course of last hearing, the complainant also brought to the notice of this authority that she has sent email to the respondent to handover the possession vide her emails dated 26.12.2025, 10.01.2026, 22.01.2026, 29.01.2026 & 04.02.2026.

7. The respondent, while contesting the complaint, submitted that the complainant themselves are in default of their obligations under the Agreement for Sale dated 17.09.2018. It is contended that despite repeated reminders and demand notices, the complainant made delayed payments on multiple occasions, thereby rendering herself liable to pay the installment along with delay interest, as per Clause 7.3 of the Agreement. The allegation that possession was due by December, 2020 is denied, as the timelines stood subject to extension on account of the complainant's own defaults. It was further submitted that the period of completion stipulated under the Agreement cannot be treated as binding in view of the unforeseen disruption caused by the COVID-19 pandemic, and accordingly, the date of possession stands duly extended. Clause 7.3 of the Agreement reads as under:-

“7.3 Failure of Allottee to take possession of Unit:-
Upon receiving a written intimation from the promoter as per clause 7.2, the Allottee shall take possession of the Said Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation



as prescribed in this Agreement, and the Promoter shall given possession of the Said Unit to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable. On failure of a allottee to pay the installment as per schedule given in allotment letter, apart from paying the interest on the delayed amount, the possession of the Said Unit to be extended to the extent of delay in paying the defaulted amount.”

8. This bench of the Authority has carefully considered the pleadings and submissions of both parties. It is undisputed that the complainants were allotted the unit in question on 17.09.2018 and that possession has not been offered till the last date of hearing in this case which was 09.02.2026. The complainant has paid a substantial portion of the sale consideration, i.e., ₹40,47,737/- out of ₹43,29,656/-. In fact an amount of ₹2,73,482.80/- was to be paid on possession. As the possession has not been offered till date, the complainant was liable to pay only ₹40,56,174/- out of which she has already paid ₹40,47,737/- Thus, there is hardly any due sum which the complainant is still to pay. The primary defense of the respondent is twofold: (i) the complainant's alleged defaults in making timely payments disentitle her to any relief, and (ii) the completion timelines stood extended due to the COVID-19 pandemic. While it is correct that delays in payments of installment may attract consequences under the 7.3 Clause of Agreement but such defaults cannot be used to justify a delay of more than five years in handing over possession, particularly when whole of consideration liable to be paid by the complainant already stands paid. The promoter/respondent has placed on record copies of reminders issued through couriers, dated 04.08.2021, 04.10.2022, 04.11.2022, 08.12.2022, 02.01.2023, 14.04.2025, 02.05.2025,



06.06.2025 & 04.07.2025. The last letter/ reminder issued on 04.07.2025 specifically mentions that the following amounts are still to be recovered:-

Nature	Amount (Rs.)
<i>Balance Amount to be received</i>	2,73,482.39
<i>Balance ST/GST</i>	10,674.12
<i>Interest Due</i>	22,845.90
NET DUE	3,07,002.42

8.1 Further, the respondent has failed to produce any cogent documentary evidence such as architect/engineer progress reports or stage-wise completion records to establish that the project was completed within the agreed timeline. Although this Authority granted a general six-month extension due to the COVID-19 pandemic, the due date of possession, even after such extension, stood extended only up to **June 2021**, and the delay beyond this period remains unexplained and attributable to the respondent, to which Ld. Counsel for the complainant also consented upon.

8.2 Further, during the course of arguments, learned counsel for the respondent placed on record the Occupancy Certificate dated **29.05.2025**, issued by the Estate Officer, **GMADA**, and upon a specific query of the Authority, submitted that the Offer of Possession had not yet been issued but would be issued shortly. Thereafter, both parties placed on record a copy of the Offer of Possession dated **09.02.2026**, which was taken on record, and learned counsel for the complainant also conveyed readiness of the complainant to take possession pursuant thereto. In these circumstances, the delay in handing over possession cannot be attributed to the complainant on account of minor payment issues and is clearly attributable to the respondent, who failed to complete the



project and offer possession within the stipulated timeline. Accordingly, the complainant is entitled to appropriate relief in accordance with law for the period of delay. For ready reference, copies of the Occupancy Certificate dated **29.05.2025** and the Offer of Possession are annexed herewith: -

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਿਟੀ

www.omaxe.com.in
ਪੁੱਛਾ ਭਰਨ, ਸੈਕਟਰ-61, ਐਸ. ਏ. ਐਸ. ਨਗਰ।

FORM-D
SET RULE-10(C)

PERMISSION FOR OCCUPANCY OR USE OF THE BUILDING.

M/S. OMAXE LTD
4/dw/ NA
R/o 71SC,KALKAJI NEW DELHI-19.

Mem No: GMADA/A.E.O. 2025/GMADA/25-26/PRO2
Dated: 29-May-2025

Whereas M/S. OMAXE LTD - 4/dw/ NA R/o 71SC,KALKAJI NEW DELHI-19, has given notice of completion of the building described below:-

I hereby:-
Grant Permission for the occupation/use of Tower T-1 to T-5(S+4), Tower T-6 to T-10(G+4), Tower T-11 to T-12(S+4)

Description of Building:
SAS Nagar

Group Housing No./Floor / Block / Area
In T12, Apartment No.: G12.

Omoxe Green-II, Village Jharmuri Derabassi

Note:- If any dues found to be pending regarding violations at later stage, you will be liable to deposit it.

Encl. No:GMADA-S.D.O/BY 2025
A copy of the above is forwarded to the following for information & necessary action please:-
1. D.E.(PH-I) GMADA, SAS Nagar
2. A.E.O.(1,2 & 3) GMADA, SAS Nagar. Dues if any may be recovered from allottee.

Mobile No
782XXXX847

Estate Officer
Greater Mohali
Development Authority,
SAS Nagar

Reminder of Possession of Unit No. OG08 / 201

customerrelations.chandigarh <customerrelations.chandigarh@omaxe.com>
To: Angeles007 <aki.kkk@gmail.com>

Mon, 4 Feb 2026 at 6:28 pm

Dear LAUITA KUMARI,

Greetings from Omaxe!!

This is with reference to your Unit No. **OG08/T7/SECOND/201** situated at New Chandigarh. We are pleased to inform you that all the necessary approvals, including the Occupancy Certificate, have been duly received in respect of the said unit.

In continuation of the offer of possession for its unit already communicated to you on 25.03.2025, we now request you to kindly come forward to take handover of your Unit No. **OG08/T7/SECOND/201**.

As part of the handover process, we request you to arrange for the payment of the balance outstanding dues amounting to INR 3,26,605.35/- which comprises the following:-

- Principal Amount: INR 2,84,157/-
- Delay Interest (as on 09.02.2026): INR 42,448.35/-

We request you to kindly arrange for the payment at the earliest to enable us to facilitate the handover of your unit without delay. Enclosed herewith is the copy of OC for your reference.

Please do feel free to call us for any clarifications/updates regarding your properties on 1800-102-0064 (Mon-Fri, 10 am-6 pm) or write to us on customerrelations.chandigarh@omaxe.com

Thanks and Regards

Customerrelations Chandigarh
- Generic Department

customerrelations_chandigarh@omaxe.com

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OC (Tower T-1 to T-12)-29.05.2025.pdf
54 KB

8.3 As per the said email dated 09.02.2026, the respondent has demanded an amount of Rs.3,26,605.35/- which comprises the following:-

Nature	Amount (Rs.)
<i>Principal Amount</i>	2,84,157.00
<i>Interest Due</i>	42,448.35
NET DUE	3,26,605.35



8.4 The promoter shall act in a **fair, transparent, and lawful manner** while issuing the offer of possession. It is observed that the promoter was also liable to pay the interest on delayed possession (The same has been calculated in the subsequent paras). The promoter should have in all fairness and equity, quantified the interest payable by it in the email dated 09.02.2026. The promoter is directed to adjust the principal & interest recoverable by him at the time of possession (if the complainant has not already paid) against the amount of interest payable by him as detailed in subsequent para and awarded by this Authority in this order.

9. Since the construction has been delayed inordinately; therefore, as per provisions of Section 18 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.”



10. In view of the foregoing discussion, the complaint is **Partly Allowed**. The delay in handing over possession is attributable to the respondent, and consequently the complainant is held entitled to interest for the period of delay commencing from **01.07.2021**, being the promised date of possession inclusive of the six-month COVID-19 extension granted by this Authority, up to **09.02.2026**, i.e. the date of issuance of a valid Offer of Possession subsequent to the grant of Occupancy Certificate dated **29.05.2025** issued by the Estate Officer, **GMADA**. Further, the respondent shall pay interest for delayed possession@ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 15.12.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017, on the amounts paid by the complainants from 01.07.2021 to 31.01.2026. The period for payment of interest will be considered from the next month from the due date of possession till it is validly handed over to the allottee by the promoter/respondent. 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
01.07.2021	8,42,494/-	31.01.2026	10.80%	55	4,17,035/-
01.09.2021	4,26,966/-	31.01.2026	10.80%	53	2,03,663/-
01.11.2021	2,13,483/-	31.01.2026	10.80%	51	97,989/-
01.01.2022	4,26,966/-	31.01.2026	10.80%	49	1,88,292/-
01.03.2022	2,13,483/-	31.01.2026	10.80%	47	90,303/-
01.04.2022	4,26,966/-	31.01.2026	10.80%	46	1,76,764/-
01.12.2022	4,06,633/-	31.01.2026	10.80%	38	1,39,068/-
01.02.2023	6,60,780/-	31.01.2026	10.80%	36	2,14,093/-
01.09.2023	4,26,966/-	31.01.2026	10.80%	29	1,11,438/-
	40,44,737/-				16,38,645/-



11. 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.

12. 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 31.01.2026 is calculated at an amount of ₹16,38,645/- and the respondent is directed to make the payments within 90 days to the complainant and extend valid offer of possession.

13. The amount of ₹16,38,645/- 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 complainant 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 ₹16,38,745/- 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 both 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.

14. The Secretary of this Authority is hereby directed to issue a **“Debt Recovery Certificate”** after 90 days, for an amount of ₹16,38,645/- as interest on delayed possession, till the amount is paid and due possession is handed over. He 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”**. The complainant & 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, Shmt. Lalita Kumari W/o Sh. Dinesh Lohia is held to be Decree Holder and the Respondent i.e. M/s. Omaxe Ltd. as judgment debtor for the purposes of recovery under this order.**

15. The promoter is hereby directed to adjust a sum of ₹16,38,645/- against any outstanding dues payable by the allottee under the Agreement for Sale dated 17.02.2018, including amounts payable at the time of taking



possession and any maintenance charges accruing after lawful handover of possession. The promoter shall communicate the full particulars of such adjustment, if any, to the allottee within 90 days from the date of this order, with a copy to the Secretary of the Authority, so that the same may be duly considered before issuance of the Recovery Certificate. In case any adjustment of dues is effected within the stipulated period, the promoter shall also intimate the Secretary, RERA, who shall thereafter draw the certificate of recovery of arrears accordingly, to be recovered as land revenue under the Punjab Land Revenue Act, 1887. The promoter is further reminded of its statutory obligation to either pay or appropriately adjust the aforesaid amount at the earliest, as the said interest for delayed possession arises out of the same "Agreement for Sale" dated 17.02.2018 under which the promoter received consideration from the allottee over an extended period. It is further clarified that the amount of ₹16,38,645/- is payable in terms of Section 18 of the Real Estate (Regulation and Development) Act, 2016, and the promoter is expected to discharge this liability expeditiously and voluntarily as part of its contractual and statutory duties towards the allottee. The determination of this amount and its recoverability as arrears of land revenue is only an additional remedy available to the allottee in the event of non-compliance with this order and does not absolve the promoter from making payment immediately or adjustment on its own. Accordingly, the promoter shall not take the plea that the amount shall be paid only through recovery proceedings as land revenue; rather, it must act proactively to comply with this order in letter



and spirit, failing which recovery proceedings under the Punjab Land Revenue Act, 1887 shall follow without further reference.

15. No other relief is made out.

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

Chandigarh
Dated: 20.02.2026



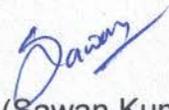

(Rakesh Kumar Goyal),
Chairman,
RERA, Punjab.

Endst. No./CP/RERA/PB/PA/Sec.31/352

Dated:- 20.02.2026

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

1. Shmt. Lalita Kumari W/o Sh. Dinesh Lohia r/o 1339, Sector-7, Thanesar Kurukeshtra-136118.
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.


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