



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

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

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| 1. Complaint No. | GC No. 0126/2024 |
| 2. Name & Address of the complainant (s)/ Allottee | Sh. Chinu Goyal
H. No. 2523 FF, Sector 79, SAS Nagar (Mohali),
Punjab - 140308 |
| 3. Name & Address of the respondent (s)/ Promoter | M/s. Barnala Builders,
Opp. Mcdonalds, SAS Nagar (Mohali),
Punjab - 140603 |
| 4. Date of filing of complaint | 02.04.2024 |
| 5. Name of the Project | Maya Garden Magnesia |
| 6. RERA Registration No. | PBRERA-SAS79-PC0022 |
| 7. Name of Counsel for the complainant, if any. | Sh. Sudhir Kumar Pandey, Advocate for the complainant. |
| 8. Name of Counsel for the respondents, if any. | Sh. Jatin Bansal alongwith Sh. Yatin Puri, 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 | 21.08.2026 |

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 has been filed by the complainant in respect of Unit/Shop No. 711, 7th Floor, in the project "Maya Garden Magnesia", Zirakpur. The complainant pleaded that the unit was booked in May, 2017 and that an amount of Rs.24,09,252/- was deposited towards the unit. For ready reference, some general facts of the complaint are as follows:-

Sr. No.	Particulars	Details
1.	Project Name	Maya Garden Magnesia, Zirakpur
2.	Unit No.	711, 7th Floor
3.	Nature of Unit	Commercial Unit/Shop
4.	Date of Booking	May, 2017
5.	Agreement for Sale/Buyer's Agreement	Executed on 11.05.2019
6.	Total Amount Paid by Complainant	Rs.24,09,252/-
7.	Occupancy/Partial Completion Certificate	07.06.2021
8.	Completion Certificate	15.03.2022
9.	Physical Possession Offered	20.07.2022
10.	Contractual Possession Date	September, 2022
11.	Maintenance Agreement	Executed on 20.07.2022

2. In brief, it is alleged by the complainant that the respondent had assured a return of 12% per annum on the amounts deposited till possession, which was



3. Upon notice, the respondent filed its reply and denied the allegations and submitted that the project had been completed and that Partial Completion-cum-Occupancy Certificate was obtained on 07.06.2021 and Completion Certificate on 15.03.2022. It was pleaded that possession was offered after obtaining the requisite certificate and that the complainant voluntarily took physical possession on 20.07.2022, prior to the contractual due date of September, 2022, without recording any protest. For ready reference, the Partial Complete Certificate; Completion Certificate; Offer of possession and Maintenance Agreement executed inter-parties are attached hereunder:-

[illegible]



RISF//MGM//PL/112

FINAL POSSESSION LETTER

Date: -24.9.2022

To,

Mrs. Chinu Goyal, W/o Sh. Kapil Garg,
R/o #Punjabi Bagh, Samana, Punjab-147101.

SUB :- HANDING OVER OF FINAL ACTUAL AND PHYSICAL POSSESSION OF UNIT, IN THE PROJECT NAMED AS "MAYA GARDEN MAGNESIA" VILLAGE, SINGHPURA SITUATED AT CHANDIGARH AMBALA HIGHWAY, ZIRAKPUR, DISTRICT SAS NAGAR (PUNJAB).

Dear Sir/Madam,

Greetings from Barnala Builders!!!

We have the great pleasure to finally welcome you to the Project named "Maya Garden Magnesia".

We are pleased to confirm that the Unit allotted to you i.e. 711, having 322.516 sq. ft. of carpet area & 590 sq. ft. super Area on the Seventh floor of the Project "Maya Garden Magnesia", situated on Chandigarh Ambala Highway, Zirakpur (herein referred to as "Said Unit"), has been completed in all aspect, as was agreed AND as such the final actual & physical possession of the said unit is hereby handed over to your good self as per the terms and conditions of the Agreement for Sale, Allotment letter and/or any Addendum or MOU signed if any.

The status of your payment towards the total cost of the Said Unit is as under:-

Total Cost of the said unit as agreed under Agreement for Sale	Rs. 18,16,963/-+GST
Paid by your good self till date	Rs. 18,16,963/-+GST
Balance, if any Payable immediately.	Rs. N.A

MAGNITUDE OF GROWTH

Barnala Builders, Barnala Builders, Opp McDonalds,
H-11 22, Chd - Ambala Highway, Zirakpur
T: 0176 2661100, 0176-2661101

(M) www.mayagardenmagnesia.com
(E) info@mayagardenmagnesia.com
(E) administration@mayagardengroup.com



भारतीय गैर न्यायिक

पञ्जाब

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₹ 50

INDIA

NON JUDICIAL

पञ्जाब PUNJAB

MAINTENANCE AGREEMENT

AS 696373

THIS MAINTENANCE AGREEMENT ("Agreement") made at Zirakpur, on this 24/9/2022

BY AND BETWEEN

Barnala Builders, a partnership firm registered under the Indian Partnership Act, 1932 (Contract Act 6 of 1922), having its principal place Zirakpur, (PAN: AHSF13777), represented by its authorized Partner Satish Jindal (Author No. 5451 9062 7678) & Deepak Aggarwal (Author No. 813567852534) (hereinafter referred to as the "Promoter") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective referred holders, if any) of the FIRST PARTY.

(For Individuals)

Mrs. Chinu Goyal, W/o Sh. Kapil Garg, R/o #Punjabi Bagh, Samana, Punjab-147101.

hereinafter referred to as the "ALLOTTEE(S)" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include heirs, executors, administrators, legal representatives and permitted nominees and assigns) of the SECOND PARTY

As its sole company, a partnership firm, duly registered, having its registered office at SCD-4, Induswood Heights II, W-1 Road, Zirakpur, Tehsil Dera Bassi, District Mohali, Punjab duly represented by its authorized signatory Mr. Satish Kumar & Mr. Deepak Aggarwal as authorized with Board Resolution dated 28.04.2022 hereinafter referred to as the "MAINTENANCE AGENCY" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include heirs, executors, administrators, legal representatives and permitted nominees & assigns) of the THIRD PARTY

Chinu Goyal

AND

of the Promoter, Allottee and the Maintenance Agency are referred to individually as 'Party' and collectively as 'Parties'.

WHEREAS, the Promoter herein is the Developer of a land total measuring 17140.81 square meters situated at Singhpura in Tehsil Dera Bassi & District Mohali, Punjab (hereinafter referred to as the "Land"). On the said Land, the Promoter has developed a commercial complex after obtaining requisite consents / approvals from the competent authorities and the Project is being developed under the same and style of "Maya Garden Magnesia" (hereinafter referred to as "the said complex").

AND WHEREAS, the Allottee(s) has purchased one commercial space having Unit No 711 Office at Seventh Floor a Super Area of 590 Sq. Ft. & Carpet Area as per RERA 322 516 sq feet.) (hereinafter referred to as "the said unit") in pursuance to the Agreement for Sale dated 31/08/2019 entered into by and between the Promoter and the Allottee(s) herein.

AND WHEREAS, in pursuance to the said Agreement for Sale, the Allottee(s) has agreed to enter into present Maintenance Agreement relating to common areas and amenities for maintenance of the said Complex.

And Whereas, the Promoter with the full consent of the allottee has appointed the Maintenance Agency who has agreed to maintain the said complex and shall be entitled to deal with, obtain monthly maintenance charges etc. as collected and / or shall be collected from the allottees concerned;

And Whereas, it has been agreed by all the parties hereto that from this day onward, the Promoter shall not be responsible and / or liable to maintain the said complex in any manner and the said entire responsibility which has been agreed by the Promoter earlier and/or bestowed upon it by the operation of Law shall now be exclusively dealt with and shall be the contractual obligation as between the allottee and the maintenance agency.

AND WHEREAS, it has been decided to appoint the Maintenance agency by the Promoter and the Allottee(s) on the following terms and conditions

NOW, THEREFORE, THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. MAINTENANCE SERVICES:

That it has been agreed and understood by and between the parties hereto that in consideration of the timely and regular payment of the Maintenance Charges as herein stipulated and in consideration of the strict compliance with the terms and conditions of this Agreement by the Allottee(s), the Promoter or the said maintenance agency do hereby agree(s) to perform the Maintenance services (as per the scope mentioned hereunder), subject to and on the terms and conditions contained in this Agreement.

2. DURATION OF MAINTENANCE AGREEMENT:

That the Maintenance Agency, at the case may be, shall provide maintenance services as per the scope of maintenance services as set out in Clause relating to Scope & Description of Maintenance Services for a period of three (3) years unless determined earlier as provided in the agreement. It is agreed between the Parties that the Maintenance agreement shall

Chinu Goyal

Signature Company

3.1 The respondent further relied upon cheques issued towards assured returns and pleaded that the complainant had received assured-return payments periodically. At the same time, the respondent denied execution of any addendum or binding provision in the Agreement for Sale relating to assured returns and contended that any independent assured-return arrangement was outside the jurisdiction of the Authority. With regard to maintenance, it was submitted that liability commenced from 20.07.2022 under the Maintenance Agreement and that M/s My Space was the maintenance agency.

4. The complainant, in rejoinder, submitted that the respondent's own cheques establish the existence of an assured-return arrangement and that the respondent cannot simultaneously deny such arrangement and admit that payments were made under it. It was further contended that possession was obtained under circumstances which compelled the complainant to sign the handing-over documents, that the acceptance of possession did not amount to waiver of contractual rights, and that the kitchen and AC wiring, though promised, were not provided. The complainant also disputed the commencement of maintenance charges and sought continuation of assured returns up to the actual date of possession.

5. 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.

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. Further, the Bench has considered the pleadings, documents and submissions of both parties. The undisputed position is that the complainant is the allottee of Unit No. 711; the Agreement for Sale was executed in May, 2019; the amount paid towards the unit is stated to be Rs.24,09,252/-; the project obtained Partial Completion-cum-Occupancy Certificate on 07.06.2021; Completion Certificate was obtained on 15.03.2022; and physical possession was admittedly taken by the complainant on



20.07.2022. The contractual possession date, as pleaded by the respondent, was September, 2022.

8. During the proceedings, vide Record of Proceedings dated 17.12.2024, the Bench specifically directed the complainant to clarify certain material questions concerning the legal status of the alleged assured-return arrangement. For ready reference, relevant extract of the same are reproduced hereunder:-

"The Complainant is also directed to file the reply on the following points:-

- i. Whether the agreement for assured return is part of the "Agreement for Sale" as given in Form 'A' as per the prescribed form given in The Punjab State Real Estate (Regulation and Development) Rules, 2017?***
- ii. Whether any deviation is allowed from the "Agreement for Sale" as prescribed in Form 'A' of The Punjab State Real Estate (Regulation and Development) Rules, 2017?***
- iii. Did you get the Agreement for Sale registered as prescribed in Section 13(1) of The Real Estate (Regulation and Development) Act, 2016, If not, Why?***
- iv. Is your claim to be considered valid if it is neither part of prescribed Form 'A' nor registered as required in Section 13(1) of The Real Estate (Regulation and Development) Act, 2016?***

8.1 In view of the above, the complainant was directed to state whether the agreement for assured return formed part of the "Agreement for Sale" in the prescribed form under the Punjab State Real Estate (Regulation and Development) Rules, 2017; whether any deviation from the prescribed Agreement for Sale was permissible; whether the Agreement for Sale had been registered as required under Section 13(1) of the Real Estate (Regulation and Development) Act, 2016 and, if not, the reason thereof; and whether the claim could be considered valid if the alleged assured-return arrangement was neither part of the prescribed Agreement for Sale nor registered in accordance with Section 13(1) of the Act. Despite the specific opportunity granted by the Bench, the complainant did not furnish any satisfactory reply or documentary clarification on these questions. This omission assumes material significance because the principal monetary relief sought is enforcement of the alleged 12% assured-return obligation. The complainant, was required to establish the source of the alleged 12% obligation and



demonstrate how that obligation became part of the binding contractual arrangement governing the allotment.

8.2 On this aspect, the Bench finds an important inconsistency in the respondent's own pleadings. The respondent has categorically denied execution of any subsequent addendum or supplementary agreement concerning assured returns, but at the same time has relied upon several cheques allegedly issued towards assured returns and has pleaded that the complainant received assured returns periodically. The payment of such amounts is therefore a circumstance which cannot be ignored. However, the fact that payments were made does not, by itself, establish the precise contractual rate of 12%, the period for which such return was payable, the conditions attached thereto, or that the obligation continued until the date of possession. A payment made pursuant to a commercial understanding is not, by itself, sufficient to rewrite or enlarge the terms of the Agreement for Sale. The complainant was specifically afforded an opportunity to establish the contractual and statutory foundation of the assured-return claim but failed to satisfactorily do so.

8.3 The Bench, therefore, is not inclined to grant the prayer for enforcement of 12% assured returns in the present proceedings merely on the basis of the payments admittedly made by the respondent from time to time. Although the respondent has itself relied upon certain cheques/payments described as assured returns, the mere factum of such payments does not, by itself, establish the precise contractual nature of the alleged arrangement, the agreed rate of 12%, the period for which such return was payable, the conditions governing its continuance, or the respondent's continuing obligation to make such payments up to the date of possession. The complainant was required to establish the foundational contractual document or provision from which such obligation arose and to demonstrate that the same formed part of, or was otherwise legally enforceable in conjunction with, the Agreement for Sale. In this regard, despite the specific directions issued by the Bench on 17.12.2024 requiring the complainant to clarify whether the assured-return arrangement formed part of the prescribed Agreement for Sale and to explain its legal and contractual status, no satisfactory material or explanation has been



placed on record. The Bench cannot, therefore, infer a continuing 12% contractual liability solely from the previous payments made by the respondent. Accordingly, the claim for continuing assured returns, alleged arrears and interest thereon cannot be allowed in the present RERA proceedings. However, this finding is confined strictly to the relief sought before this Authority and shall not be construed as a declaration that any separate or independent assured-return document, undertaking, correspondence or monetary arrangement between the parties is non-existent, void or incapable of enforcement in law. If the complainant possesses any independent document or arrangement which, according to her, creates a separate and enforceable monetary obligation upon the respondent, the rights and liabilities arising therefrom shall have to be determined in accordance with the terms and legal effect of such document and by the Forum/Court/Authority/Commission otherwise competent under the applicable law. Nothing contained herein shall, therefore, prejudice the complainant's right to avail any other remedy that may be available to her in accordance with law, nor shall it amount to an adjudication on the merits or validity of any such independent claim.

9. As regards possession, the material on record establishes that the Occupancy Certificate had been obtained before physical possession and that the complainant took possession on 20.07.2022. The respondent has relied upon the Handing Over Letter signed by the complainant and has pleaded that the possession was delivered before the contractual date of September, 2022. Section 18 of the Act becomes relevant where the promoter fails to complete or is unable to give possession in accordance with the terms of the Agreement for Sale by the date specified therein. In the present case, there is no established delay in handing over possession because possession was admittedly taken on 20.07.2022, prior to September, 2022. Consequently, no relief can be granted under Section 18 on the premise of delayed possession.

10. The allegation that the possession documents were signed under coercion or that the possession date was artificially advanced has also not been established by cogent contemporaneous material. Mere assertion of coercion, without contemporaneous protest, correspondence, complaint or other supporting evidence, cannot displace the



documentary record of possession. The complainant accepted physical possession on 20.07.2022. The Bench, therefore, accepts 20.07.2022 as the date of physical possession for the purposes of the present proceedings. Such acceptance, however, is not treated as an automatic waiver of every statutory or contractual right; any independent deficiency must still be examined on its own evidence.

11. In respect of the alleged absence of kitchen installation and AC wiring, the complainant was required to establish that these items formed part of the sanctioned specifications, the Agreement for Sale, its annexures, or another binding contractual document forming part of the transaction. In the present record, the complainant has not produced sufficient contractual or technical material enabling the Bench to conclusively determine that the kitchen installation and AC wiring were mandatory deliverables under the Agreement for Sale and remained outstanding on 20.07.2022. The mere absence of a specific denial in the respondent's reply cannot, in proceedings under RERA, substitute for proof of the foundational contractual obligation and the alleged continuing deficiency. Accordingly, no mandatory direction or monetary compensation on this ground can be granted on the present material.

12. Regarding maintenance charges, the respondent has specifically pleaded that the Maintenance Agreement was executed on 20.07.2022 and that maintenance liability commenced from the date of physical possession. The complainant, despite challenging the alleged premature recovery, has not furnished a clear statement of account, receipts, demand letters or other documentary evidence establishing that a particular amount of maintenance charges was actually recovered from her for any period prior to 20.07.2022. The Bench, therefore, finds no evidentiary basis for ordering refund. At the same time, the respondent cannot recover maintenance charges for any period prior to 20.07.2022 merely on the basis of an alleged demand, unless such recovery is otherwise specifically established and found permissible under the contractual documents and applicable law.

13. The plea of delay and laches raised by the respondent has also been considered. Physical possession was taken on 20.07.2022 and the complaint was filed in



April, 2024. Although the lapse of time and absence of contemporaneous protest materially affect the evidentiary value of the allegations concerning coercion and physical deficiencies.

14. In view of the foregoing discussion, the Bench holds that the complainant has failed to establish delayed possession within the meaning of Section 18 of the Act, possession having been taken on 20.07.2022 before the contractual date of September, 2022. The prayer for treating any subsequent date as the date of possession is accordingly rejected. The claim for 12% assured returns cannot be allowed in the present proceedings because, notwithstanding the respondent's admission that certain payments described as assured returns were made, the complainant has failed to establish, despite the specific directions issued on 17.12.2024, that the alleged continuing 12% obligation formed part of the executed Agreement for Sale or otherwise constituted a sufficiently established contractual obligation falling for enforcement under the present RERA complaint. The respondent's contradictory pleadings regarding such payments are noted, but those contradictions do not relieve the complainant of the burden of establishing the legal basis, rate, period and enforceability of the specific relief claimed. Further the assured return contract is not part of the "Agreement for Sale" approved under RERA Act, 2016 and Rules thereof. Therefore, this cannot form part of being enforceable clause under RERA Act, 2016. However, no adjudication is done on this issue on merits of the case. The prayer for refund of maintenance charges allegedly recovered before possession is also declined, there being no sufficient proof of any such pre-possession recovery. However, the respondent shall not recover maintenance charges for any period prior to 20.07.2022 unless such liability is specifically established in accordance with the Agreement, Maintenance Agreement and applicable law.



14.1

Consequently, the complaint is disposed of with the above findings. No direction is issued for payment of 12% assured returns or interest thereon, alteration of the possession date, refund of maintenance charges, compensation or litigation expenses. This order shall not be construed as adjudicating upon the enforceability of any independent assured-return document or collateral arrangement in a forum otherwise competent in law. The parties shall remain bound by their respective rights and obligations

under the valid contractual documents and the Act. No order as to costs. Pending applications, if any, stand disposed of accordingly.

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: 21.08.2026



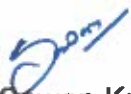

(Rakesh Kumar Goyal),
Chairman,
RERA, Punjab.

Endst. No./CP/RERA/PB/PA/Sec.31/ 1216

Dated:- 21/08/26

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

1. Sh. Chinu Goyal, H. No. 2523 FF, Sector 79, SAS Nagar (Mohali), Punjab - 140308
2. M/s. Barnala Builders, Opp. Mcdonalds, SAS Nagar (Mohali), Punjab - 1406035.
3. The Secretary, RERA, Punjab.
4. Director (Legal), RERA, Punjab.
5. The Complaint File.
6. The Master File.


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