



## 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](mailto:pschairrera@punjab.gov.in) & [pachairrera@punjab.gov.in](mailto:pachairrera@punjab.gov.in)

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

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|--|----|--|
| 1. Complaint No.                                   | :- | AdC No.0089/2022TR-AUTH02452022  |
| 2. Name & Address of the complainant (s)/ Allottee | :- | Sh. Harender Yadav,<br>#114/B-1 Model Town Pinjore,<br>Panchkula – 134102, Haryana   |
| 3. Name & Address of the respondent (s)/ Promoter  | :- | 1. M/s. Goldengate Infracon Pvt. Ltd.<br>D-91/7, 1 <sup>st</sup> Floor, Okhla Phase-I,<br>New Delhi, Delhi – 110020<br><br>2. M/s. Royale Estate Affordable Housing,<br>Royale Estate Group Corporate Office<br>Chandigarh-Delhi Highway, Zirakpur<br>SAS Nagar (Mohali), Punjab – 140603. |
| 4. Date of filing of complaint                     | :- | 10.11.2022   |
| 5. Name of the Project                             | :- | Royale Estate Affordable Housing situated at<br>Village Karala, Distt. SAS Nagar, Mohali –<br>140601, Punjab.  |
| 6. RERA Registration No.                           | :- | PBRERA-SAS79-PM0140  |
| 7. Name of Counsel for the complainant, if any.    | :- | Sh. Dharamvir Yadav, Authorised Representative<br>(Father) for the complainant   |
| 8. Name of Counsel for the respondents, if any.    | :- | Sh. Nikhil Saini, Counsel for Respondent No.1<br>Ms. Khushboo Arora, Advocate for Respondent<br>No.2.  |
| 9. Section and Rules under which order is passed   | :- | Section 31 of the RERD Act, 2016 r.w. Rule 36 of<br>Pb. State RERD Rules, 2017.  |
| 10. Date of Order                                  | :- | 28.10.2025   |

**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 10.11.2022 has been filed by Sh. Harender Yadav (hereinafter referred as the 'Complainant' for the sake of convenience and brevity) u/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'RERD Act, 2016' for the sake of convenience and brevity) read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules' for the sake of convenience and brevity) before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority' for the sake of convenience and brevity) **seeking refund of Rs.8,93,815/- alongwith interest** relating to a RERA registered project namely Royale Estate Affordable Housing situated at Village Karala, Distt. SAS Nagar, Mohali – 140601, Punjab.

2. The brief gist of the complaint as alleged by the Complainant is that he had booked a residential plot of 100 Sq Yard, bearing Plot No. 174, in the Jai Hind City Mohali Project located at Village Karala, Zirakpur-Banur Highway, Banur SAS Nagar,





Mohali, Punjab on 24<sup>th</sup> July 2018 jointly with his wife at a rate of Rs. 13,751/- per Sq Yard, making the total consideration Rs. 12,37,590/- of which Rs. 8,93,815/- was paid to Goldengate Infracon Pvt. Ltd. and Rs. 3,43,775/- to Royale Estate Affordable Housing through online transfers and bank cheques by 12<sup>th</sup> April, 2019. The Complainant stated that Royale Estate Affordable Housing issued the allotment letter for the said plot on 26th February 2019. Despite repeated requests and visits to Chandigarh from Srinagar and Kolkata during 2019, the plot registration could not be completed, as the representatives of Jai Hind Housing Welfare Trust repeatedly cited administrative issues and unavailability of the Tehsildar. In March 2020, the Complainant, after prior consultation with Jai Hind Housing Welfare Trust representatives, visited the project site and was informed that Plot No. 174 had already been allotted to another person due to a clerical error and that approximately 75% of construction had already been completed thereon. The Complainant further stated that upon approaching the Managing Directors of M/s. Goldengate Infracon Pvt. Ltd./Jai Hind Housing Welfare Trust and Royale Estate Affordable Housing, he was assured that an alternative plot of similar size would be allotted at the same price. Accordingly, in May 2020, the Complainant was offered Plot No. 199 of 100 Sq Yard, and he made payments of Rs.57,800/- towards Stamp Duty and Rs. 26,700/- towards Plot Registration Document Fee on 1<sup>st</sup> June, 2020. However, the plot registration has not been effected till date due to ongoing disputes between M/s. Goldengate Infracon Pvt. Ltd. and Royale Estate Affordable Housing regarding sharing of the amounts already paid by the Complainant. The Complainant submitted that Royale Estate Affordable Housing, after repeated follow-ups, refunded Rs. 3,43,775/- but Rs. 8,93,815/- paid to M/s. Goldengate Infracon Pvt. Ltd., together with Rs. 84,500/- towards Stamp Duty and registration fees, remains withheld for more than four years, causing him financial loss and mental agony. The Complainant, therefore, prayed for the refund of the amounts held by M/s. Goldengate Infracon Pvt. Ltd. and Royale Estate Affordable Housing along with suitable penal interest for the unreasonable and prolonged withholding of funds and any other relief deemed appropriate by the Authority.

3. In response to the same, Respondent No.1, Goldengate Infracon Private Limited, submitted that it is working as a real estate broker since 2016, providing





services in Jaipur, Lucknow, Meerut and several other cities across India for plots under Jai Hind Housing Welfare Trust, with registration and possession delivered by the respective builders. Respondent No.1, through its Chairperson cum Trustee Mr. Sanjeev Sharma, was engaged in facilitating plots for CAPF officers in and around Chandigarh and Mohali and coordinated with Mr. Pirzada and Mr. Jasbir Singh regarding suitable projects. Respondent No.1 was introduced to Royal Estate Affordable Housing by Mr. Mukul Garg in January 2018 and executed a Memorandum of Understanding dated 09.03.2018 with Respondent No.2 to facilitate sale of 200–250 residential plots to Army personnel/CAPFs/CPOs and State Police organizations. The MoU included provisions regarding plot sizes, approvals, pricing, collection of booking amounts, opening of an escrow account, and other formalities, which were the responsibility of Respondent No.2. Respondent No.1 duly paid advances to Respondent No.2 and collected booking amounts from prospective buyers, including the Complainant, in accordance with the MoU. However, the escrow account was never opened, RERA approvals and other formalities were not obtained within the stipulated time, and Respondent No.2 failed to hand over developed plots, which was solely its responsibility. The Complainant had remitted part of the payment to Respondent No.1, which was forwarded to Respondent No.2 along with other buyers' funds. The plot booked by the Complainant (Plot No. 174) was allotted to another buyer without the knowledge or consent of Respondent No.1, and any failure in registration or possession is attributable solely to Respondent No.2. Respondent No.1 is registered as a Real Estate Agent with RERA Punjab in April 2018 vide RERA No. PBRERA-OTHER-REA0013 (Page 90 of reply of respondent no.1) and acted strictly within the scope of the MoU in good faith. Respondent No.1 further submitted that all correspondence and operations were conducted from the office premises of Respondent No.2, and any alleged act or omission concerning the Complainant's plot was inadvertent and without malice, arising solely from Respondent No.2's non-compliance. Respondent No.1 denied liability to pay compensation or penal interest to the Complainant and submitted that any claims ought to be directed against Respondent No.2. Respondent No.1, therefore, prayed that the Complainant's claims against it be dismissed, the Complainant be directed to seek relief from Respondent No.2, and costs, if any, be awarded in favour of Respondent No.1 and against





Respondent No.2, along with such further orders as deemed appropriate in the interest of justice.

4. The answering Respondent No.2, Royale Estate Affordable Housing (REAH), submitted that the contents of the complaint which are not specifically admitted or denied may be deemed to be denied as incorrect, and that all allegations, averments, and reliefs claimed by the Complainant against the answering Respondent are without merit and do not disclose any cause of action. The Complainant's own averments make it clear that the primary dealings, allotment changes, booking, and payment instructions emanated from Jai Hind Housing Welfare Trust (JHHWT) and Goldengate Infracon Pvt. Ltd. (GIPL), and the grievance and prayers are directed entirely towards the actions of these parties; no relief has been sought against Royale Estate Affordable Housing. The answering Respondent further submitted that the amount ever received from the Complainant was Rs.3,43,775/-, which has already been refunded in full, leaving no financial claim or liability against Royale Estate Affordable Housing. There is no privity of contract between the Complainant and Royale Estate Affordable Housing regarding sale, allotment, or possession of the plot, and the allegations in the complaint pertain entirely to transactions between the Complainant and Jai Hind Housing Welfare Trust/ Goldengate Infracon Pvt. Ltd.; consequently, the complaint is not maintainable against Royale Estate Affordable Housing. The amounts of Rs.57,800/- (stamp duty) and Rs.26,700/- (registration fee) were never deposited into Royale Estate Affordable Housing accounts, and Royale Estate Affordable Housing has no authority or liability to refund the same. At the relevant time, registration of plots required clear title documents, NOCs, and compliance with statutory formalities, while disputes between Jai Hind Housing Welfare Trust/Goldengate Infracon Pvt. Ltd. and other stakeholders regarding payment sharing and documentation were beyond Royale Estate Affordable Housing control. Royale Estate Affordable Housing has already discharged its limited obligations by refunding the amount received from the Complainant in full, and any further grievance regarding refund of the remaining plot payment or ancillary charges must be directed solely towards Jai Hind Housing Welfare Trust / Goldengate Infracon Pvt. Ltd.. In view of the above, the answering Respondent respectfully prayed that the





Hon'ble Authority dismiss the complaint against Royale Estate Affordable Housing with exemplary costs.

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. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint.
7. 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.
8. The undisputed facts of the complaint are as follows:-
  - a. The Complainant booked a residential plot of 100 sq. yards bearing Plot Number 174 in the Jai Hind City Mohali project located at Village Karala, Zirakpur-Banur Highway, Banur SAS Nagar, Mohali, Punjab on 24th July 2018 jointly with his wife at a price of Rs. 13,751 per sq. yard. The total plot cost was Rs.12,37,590/- out of which Rs.8,93,815/- was paid to Respondent No.1, Goldengate Infracon Private Limited, and Rs.3,43,775/- was paid to Respondent No.2, Royale Estate Affordable Housing.
  - b. Royale Estate Affordable Housing issued the allotment letter for the plot on 26th February 2019.
  - c. The Complainant made repeated visits to Chandigarh in 2019 and 2020 for plot registration as advised by representatives of Jai Hind Housing Welfare Trust and Goldengate Infracon Private Limited; however, registration could not be completed due to administrative and internal issues.
  - d. In March 2020, the Complainant was informed that Plot Number 174 had been allotted to another buyer due to a clerical error, and Respondents





promised to allocate an alternative plot, Plot Number 199, of the same size at the same cost.

- e. The Complainant made further payments for stamp duty in the amount of Rs. 57,800 and Plot Registration Document Fee in the amount of Rs. 26,700 in June 2020.
- f. Royale Estate Affordable Housing refunded Rs.3,43,775/- to the Complainant after repeated follow-ups, whereas the amount of Rs.8,93,815/- held with Goldengate Infracon Private Limited and Stamp Duty and registration fees remain unpaid till date.
- g. Goldengate Infracon Private Limited operate as a broker i.e. real estate agent of Royale Estate Affordable Housing to facilitate the sale of plots in the project pursuant to a Memorandum of Understanding executed between both the parties.
- h. Royale Estate Affordable Housing submitted that the amount received by it from the Complainant has been refunded in full and there is no contractual privity between Royale Estate Affordable Housing and the Complainant regarding sale, allotment, or possession of the plot.
- i. Royale Estate Affordable Housing has also filed an application seeking deletion of its name from the complaint.

9. The Complainant contended that he had paid Rs.12,37,590/- for Plot Number 174, of which Rs.8,93,815/- is still held by Goldengate Infracon Private Limited and the Stamp Duty and Registration Fee of Rs. 84,500/- has not been refunded by the Respondents. The Complainant alleged that despite repeated follow-ups, long-distance travel, and assurances by Respondent No.1 and Royale Estate Affordable Housing, plot registration has not been completed for over 4 years. The Complainant submitted that the failure to register and hand over the plot has caused financial loss and mental agony and prayed for refund of the amounts with penal interest, considering the delay and escalation in plot prices. The Complainant further contended that the Respondents are jointly liable under the Real Estate (Regulation and Development) Act, 2016 for non-registration and delay in delivery of the plot.





10. Respondent No.1 contended that it acted solely as a broker or real estate agent under a Memorandum of Understanding with Royale Estate Affordable Housing and collected payments from buyers, including the Complainant, which were forwarded to Royale Estate Affordable Housing as per the terms of the Memorandum of Understanding. Respondent No.1 submitted that the plot booked by the Complainant, Plot Number 174, was allotted to another buyer by Royale Estate Affordable Housing without its knowledge. Respondent No.1 denied any liability to pay compensation or penal interest to the Complainant and submitted that all failures regarding registration and possession arose due to Respondent No.1 handling of funds and coordination with the project. Respondent No.1 contended that it acted in good faith, as per its role as a registered Real Estate Agent under the Real Estate (Regulation and Development) Act, 2016, and any delay or error was solely attributable to Respondent No.2.

11. Respondent No.2 contended that the Complainant's grievance does not disclose any cause of action against it, as the Complainant's dealings, payments, and primary allotment were with Jai Hind Housing Welfare Trust and Goldengate Infracon Private Limited. Respondent No.2 submitted that it received only Rs.3,43,775/- from the Complainant, which have been refunded in full, and it has no contractual liability for the remaining amount or Stamp Duty and registration fees. Respondent No.2 contended that registration of plots required clear title documents, approvals, and statutory compliance, and disputes between Jai Hind Housing Welfare Trust, Goldengate Infracon Private Limited, and other stakeholders were beyond its control. Respondent No.2 submitted that the Complainant has not sought any relief specifically against it and has filed an application seeking deletion of its name from the complaint.

12. After hearing both the sides, record available in the file and verbal assertions, it is observed that:-

- i. The Complainant booked a residential plot of 100 sq. yards, Plot Number 174, in the Jai Hind City Mohali project, located at Village Karala, Zirakpur-Banur Highway, Banur, SAS Nagar, Mohali, Punjab, on 24.07.2018 jointly alongwith his wife, at a total consideration of Rs.12,37,590/-, payable at Rs. 13,751/- per sq. yard. Of this amount, Rs.8,93,815/- was paid to Respondent





No.1, Goldengate Infracon Private Limited, and Rs.3,43,775/- was paid to Respondent No.2, Royale Estate Affordable Housing. Respondent No.2 issued the allotment letter on 26.02.2019. As per the facts of the case, M/s. Goldengate Infracon Pvt. Ltd. was working as Agent of M/s. Royale Estate Affordable Housing as per MOU Dated 09.03.2018 between them. M/s. Goldengate Infracon Pvt. Ltd. is otherwise working as Agents of many promoters at different stations of other promoters also. M/s. Goldengate Infracon Pvt. Ltd. was booking the units/apartment/plots on behalf of M/s. Royale Estate Affordable Housing in their premises (i.e. M/s. Royale Estate Affordable Housing). For an allottee both the respondents were together and working in cohesiveness for booking, allottee, sale etc. The money received by M/s. Goldengate Infracon Pvt. Ltd. was being passed over to M/s. Royale Estate Affordable Housing since it was duly authorised for the said purpose of collection of amount from allottee(s). Both the respondents were mutually benefitting from the role of each other as Real Estate Agent and promoter. As per Section 226 of the Indian Contract Act, 1872 a principal is liable for the acts and omission of its agent. Therefore, as per Indian Contract Act, 1872 M/s. Royale Estate Affordable Housing is liable for the assurance given and acts performed by M/s. Goldengate Infracon Pvt. Ltd. vis-à-vis allottee(s). In this case, further the Agent was even performing its functions from the premises of Principal Promoter i.e. M/s. Royale Estate Affordable Housing.

ii. It is undisputed that the Complainant made repeated visits to Chandigarh in 2019 and 2020 to complete plot registration formalities as advised by the representatives of Jai Hind Housing Welfare Trust and Goldengate Infracon Private Limited. However, registration could not be completed due to administrative and internal issues. In March 2020, the Complainant was informed that Plot Number 174 had been allotted to another buyer due to a clerical error. The Respondents promised to allocate an alternative plot, Plot Number 199, of the same size and cost. The Complainant also paid additional amounts for stamp duty (Rs.57,800/-) and registration document fee (Rs.26,700) in June 2020.





iii. Respondent No.2, Royale Estate Affordable Housing, contended that it had refunded its portion of Rs.3,43,775/- and that it had no further contractual liability to the Complainant. However, the records demonstrates that Respondent No.2 had engaged Respondent No.1 as its agent under a Memorandum of Understanding to collect payments, coordinate allotments, and facilitate plot registration on its behalf. Consequently, Respondent No.1 acted on behalf of Respondent No.2 in receiving payments, handling funds, and facilitating registration, making both respondents **jointly and severally liable** for the Complainant's grievance.

iv. The undisputed facts indicate that Rs.8,93,815/- paid to Respondent No.1 remains unpaid, and the Stamp Duty and registration fees of Rs.84,500/- have also not been refunded. The delay in registration, the clerical error in allotment, and the failure to provide alternative plot documentation or refund the amounts constitute a continuous cause of action against both Respondents.

v. It is evident that Respondent No.1 failed in its duty to coordinate registration, handle funds appropriately, and ensure timely delivery of the plot. Respondent No.2, having engaged Respondent No.1 as its agent, cannot evade liability for the failures of its agent, as it exercised control and delegated key responsibilities relating to plot allotment, collection of payments, and facilitation of registration.

vi. Under the provisions of the Real Estate (Regulation and Development) Act, 2016, the party responsible for non-delivery, delay, or non-registration is obligated to refund the amounts paid by the complainant along with penal interest. Given the agency relationship, both Respondent No.1 and Respondent No.2 are **jointly and severally liable to make the refund**.

13. Respondent No.1, Goldengate Infracon Private Limited, and Respondent No.2, Royale Estate Affordable Housing, **are jointly and severally liable to refund** to the Complainant the balance principal amount of Rs.8,93,815/- paid for Plot Number 174, along with the unpaid Stamp Duty and registration charges totaling Rs.84,500/-,





making a total refund amount of Rs.9,78,315/-. The Respondents shall also pay interest on the said amount from the respective dates of payment until the date of actual realization, in accordance with Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017.

14. In view of the above, the complaint is **Partly Allowed** and complainant is entitled to refund of its money alongwith interest applicable @ 10.85% (i.e. 8.85% SBI's Highest MCLR Rate applicable as on 15.10.2025 + 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 payment was effected by the allottee to the previous month of the date in which payment has been effected by the promoter. Therefore, the calculation of refunds and interest upto 31.10.2025 is calculated as follows:-

Sr. No.	Payment made on	Interest payable from	Principal Amount paid	Interest calculated till	Rate Of Interest	Delay in months	Interest payable till 31.10.2025
A	B	D	E	F	H	I	J
1	24.07.2018	01.08.2018	5,000.00	31.10.2025	@ 10.85% (i.e. 8.85% SBI's Highest MCLR Rate + 2%) applicable as on 15.10.2025	87	3933.00
2	24.07.2018	01.08.2018	505.00	31.10.2025		87	397.00
3	24.07.2018	01.08.2018	1,37,510.00	31.10.2025		87	108169.00
4	15.12.2018	01.01.2019	2,00,760.00	31.10.2025		82	148847.00
5	12.04.2019	01.05.2019	4,90,225.00	31.10.2025		78	345731.00
6	12.04.2019	01.05.2019	59,815.00	31.10.2025		78	42185.00
7	01.06.2020 (Towards Stamp Duty & Registration Charges)	01.06.2020	84,500.00	31.10.2025		65	49661.00
<b>Total</b>			<b>9,78,315.00</b>				<b>6,98,923.00</b>
<b>GRAND TOTAL (Principal Amount + Interest Payable upto 31.10.2025)</b>							<b>16,77,238.00</b>

15. 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 alongwith interest and/or penalty and/or compensation.

16. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the refund amount along with the accrued interest shall be recovered as Land Revenue as provided u/s. 40(1) of the RERD Act, 2016. Accordingly, the Secretary is instructed to issue the requisite Debt Recovery Certificate and send it after 90 days as per Rule 17 of the Punjab Real Estate (Regulation &





Development) Rules, 2016 to the relevant Competent Authorities under the Punjab Land Revenue Act, 1887 for due collection and enforcement in accordance with law.

17. Further the principal amount is determined at Rs.9,78,315/- and interest of Rs.6,98,923/- the rate of interest has been applied @ 10.85 % (i.e. SBI's Highest MCLR Rate applicable as on 15.10.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. Hence, the promoter is liable to pay a total amount of Rs.16,77,238/- upto 31.10.2025 (i.e. principal amount of Rs.9,78,315/- and balance interest of Rs.6,98,923/-), and any amount due as interest w.e.f. 01.11.2025 of Rs.8,846/- per month is due and pending. Any amount paid by the promoter will be considered as payment against the interest whatever is due. After payment of whole of interest only then the payment will be considered against principal and accordingly the principal will be reduced and interest will be charged on the balance principal amount till the principal amount is fully paid. Even any payment after reduction in principal amount if any will be first considered towards interest payment, if any becomes due on the unpaid principal amount.

18. **Further, the promoter is directed not to sell, allot, book against the Plot No. 174 in Jai Hind City allocated to the complainant till the whole payment payable to the complainant of Rs.16,77,238/- upto 31.10.2025 (i.e. principal amount of Rs.9,78,315/- and balance interest of Rs.6,98,923/-) and subsequent interest amount w.e.f. 01.11.2025 @ Rs.8,846/- per month, if any, becomes dues is fully paid to the complainant. The complainant will have its continuous lien over the said unit till the refund alongwith interest is not paid by the promoter to the complainant as determined in this order and/or mentioned in the Decree Certificate.** The promoter will be free to sell the unit in question only after duly obtaining the receipt of the due payment from complainant as per this order.

19. The amount of Rs.16,77,238/- upto 31.10.2025 (i.e. principal amount of Rs.9,78,315/- and balance interest of Rs.6,98,923/-), determined as refund and interest amount thereon upto 31.10.2025 and further a sum of Rs.8,846/- to be payable as interest per month from 01.11.2025 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/authorised in the Punjab Land Revenue Act, 1887 read with section 40(1) of the Real Estate (Regulation and Development ) Act, 2016 read with Rule 16 of the Punjab Real Estate (Regulation & Development) Rules, 2017. 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. The amount of Rs.16,77,238/- upto 31.10.2025 (i.e. principal amount of Rs.9,78,315/- and balance interest of Rs.6,98,923/-), has become payable by the respondent to the complainant immediately and be paid within 90 days from the date of receipt of this order by the promoter 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 as being determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016.

20. The Secretary of this Authority is hereby directed to issue a **"Debt Recovery Certificate"** immediately and send the same to the 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 "Debt Recovery Certificate" to the Competent Authority for recovery. Further, Sh.Harender Yadav are jointly held to be **Decree Holder** and the Respondents i.e. Goldengate Infracon Pvt. Ltd. & Royale Estate Affordable Housing are held to be jointly & severally liable for payment towards both the complainants. 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. Further both the respondents i.e. Goldengate Infracon Pvt. Ltd. & Royale Estate Affordable Housing are held to be jointly judgment debtors and any or whole of the decree amount may be recovered by the prescribed authorities under Punjab Land Revenue Act, 1874 from any of them and take all measures for recovery against both as individually & jointly liable for whole amount determined in this order. The recovery certificate to be issued should specifically mention this direction for the Land Revenue Recovery Authorities. Any






amount paid by the judgment debtor to any of the joint decree holder(s) will be duly considered as payment towards the amount payable determined under this order passed u/s 31 of the RERD Act, 2016.

21. No other relief is made out.

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


**Chandigarh**  
**Dated: 28.10.2025**



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

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

1. Sh. Harender Yadav, #114/B-1 Model Town Pinjore, Panchkula – 134102, Haryana
2. M/s. Goldengate Infracon Pvt. Ltd., D-91/7, 1<sup>st</sup> Floor, Okhla Phase-I, New Delhi, Delhi – 110020
3. M/s. Royale Estate Affordable Housing, Royale Estate Group Corporate Office, Chandigarh-Delhi Highway, Zirakpur SAS Nagar (Mohali), Punjab – 140603.
4. The Secretary, RERA, Punjab.
5. Director (Legal), RERA, Punjab
6. The Complaint File.
7. The Master File.

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



