



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

1. **Complaint No.** :- GC No. 1740URTR-AO01122020
2. **Name & Address of the complainant (s)/ Allottee** :-
  1. Sh. Lakhvir Singh  
S/o Sh. Jit Singh, R/o V.P.O. Salabatpura,  
Tehsil Rampura Phul, Distt. Bathinda,  
Punjab – 151108.
  2. Ms. Tarleen Kaur Ahuja,  
4573-A, Sector 70, SAS Nagar (Mohali) – 160070.
3. **Name & Address of the respondent (s)/ Promoter** :-
  1. M/s. Ubber Buildcon Pvt. Ltd.  
SCO 9, Level 1, Sector 7-C, Chandigarh – 160007.
  2. M/s. Country Colonisers Pvt. Ltd.,
  3. Wave Estate,  
(both at Wave Estate, Sector 85, SAS Nagar  
(Mohali) – 140308)
  4. M/s. ICICI Bank,  
SCF No. 132 to 134  
Sector 9-C, Chandigarh – 160009.
4. **Date of filing of complaint** :- 17.08.2020
5. **Name of the Project** :- Golden Palms
6. **RERA Registration No.** :- Un-registered
7. **Name of Counsel for the complainant, if any.** :- Sh. Amit Sharma, Advocate  
alongwith complainant in person.
8. **Name of Counsel for the respondent, if any.** :- Sh. Parminder Singh and Sh. Pujit Gumber,  
Advocates
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** :- 16.09.2025

**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 complaint dated 17.08.2020 was filed u/s 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 36 of the Punjab RERA Rules, 2017, seeking refund of ₹10,73,150/- along with interest.

2. The brief facts of the case are that complainants booked Floor Apartment No. 440-GF (757 sq. ft.) in the respondent's project "Golden Palm" under Buyer's Agreement dated 07.10.2014 for a total consideration of ₹18,39,600/-. They deposited ₹10,73,150/- towards the unit. As per Article 4 of the Agreement, possession was to be handed over within 12 months i.e., by 06.10.2015. Instead, an "offer of possession" was issued on 10.11.2018, subject to clearance of outstanding dues of ₹7,42,918/-. The complainants alleged that the project was incomplete, lacked RERA registration, and lawful possession could not be delivered as no completion/occupancy certificate was produced. They therefore sought refund with interest.

3. Respondent argued that the complaint was not maintainable, suffered from misjoinder of parties, and was premature. It was submitted that the correct sale value was



₹18,04,068/-, out of which ₹10,73,150/- was paid, leaving ₹7,30,918/- outstanding. With penal interest, total dues were ₹9,99,300/-. Respondent claimed the project was validly registered (PBRERA-SAS79-PR0205) and construction was ongoing despite hurdles. It was pointed out that on 04.11.2019 (Annexure C-3), the complainant opted for cancellation, agreeing to 10% deduction from the sale value, with the balance refundable after one year i.e., by 04.11.2020. For ready reference, ANNEXURE C-3 of the complaint is as below:-

Annexure C-3

To,  
M/S UBBER BUILDCON PVT LTD,  
HAIBATPUR ROAD, DERABASSI, DISTT. MOHALI, PUNJAB

DATE: 04 NOV - 2019

**Subject:- Requesting for Plot/Floor Cancellation / Transfer/ Adjustment**

Dear Sir,

With reference to my booking for Plot/Floorno. GF-1140 in your project GOLDEN PALMS at Derabassi in the name of LAKHVIR SINGH booked through dealer on 16-09-2014 date. We have made the payment of Rs. 10,73,150 through Cash/ RTGS /Cheque no. 336000 DATE 16-09-14, 7,31,50 BY CHEQUE, 29-06-15 On        date.

It is requested to you that kindly cancel my booked plot/Floor and adjust / Transfer in        Project.

Reason of Cancellation/ Transfer/ Adjustment: DELAY IN HAND OVER

I have no objection if my Plot/Floor No. GF-440 is cancelled and sell to other party.

The refund cheque is to be made in favor of LAKHVIR SINGH

Thanking You,

Yours truly

Lakhvir Singh  
(Signature)

Name: LAKHVIR SINGH S/O JAT SINGH  
Address: V-100 SALADATI WARI TKN. PHUL  
DETT. BATHINDA, PIN 151105  
Mobile No: 9477044199

Note: 10% of the sales value will be deducted for the administration/cancellation charges. Amount will be refund after six month from date of cancellation.

Rect.   
9815262333

1 Yr.

Self - signed  
Lakhvir Singh

Since the complaint was filed in August 2020, it was argued to be premature. Respondent contended that complainants defaulted in timely payments and were seeking unjust enrichment in the garb of RERA provisions.

4. As regards, Respondents no. 2 & 3, it is pertinent to note that on 14.01.2021, respondents no. 2 & 3 were dropped from the array of respondents. For ready reference, orders passed on 14.01.2021 is reproduced hereunder:-

Lakhvir Singh V/s M/s. Ubber Buildcon Private Limited

Complaint No. TR-AO/0112/2020  
GC No/1740/2020 UR

Present:- Mr. Amit Sharma Advocate representative for the complainant  
Mr. Parminder Singh Advocate representative for respondent no.1  
Ms. Deewangana Advocate representative for the respondent no. 2&3

Written reply has been filed on behalf of respondent no.1. Its copy be supplied to the opposite party.

An application has been filed by respondent nos. 2 & 3 for deleting their names from the present complaint. Arguments are taken up on this point. However, the representative for the complainant Sh. Amit Sharma, Advocate has made a statement that he has no objection if the names of





respondent nos. 2 & 3 be deleted from the present complaint, as their presence is not necessary.

In this view of the matter the names of respondent nos. 2 & 3 be deleted from the present complaint and the application for respondent nos. 2 & 3 in this behalf is accordingly allowed.

Now to come up on 15.02.2021 for filing rejoinder to the reply and additional documents, if any by the complainant and for the consideration."

5. Notice to respondent no. 4 i.e. ICICI Bank was also served, but no reply on its behalf has been filed by it.

6. The violations and contraventions contained in the complaint were given to the representative of the respondents to which they denied and did not plead guilty. The complaint was proceeded for further inquiry.

7. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint.

8. 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.

9. Further, upon the evaluation of the pleadings, documentary evidence, and oral submissions advanced by both sides, it emerges as an admitted and undisputed fact that the possession was due by 06.10.2015 but no lawful possession was ever offered as no completion/occupancy/partial completion certificate was produced. Thus, the offer of possession dated 10.11.2018 was invalid. Annexure C-3 shows complainants opted for cancellation with 10% deduction of the sale value [i.e. Rs.10,73,150/- principal amount paid – (minus) Rs.1,65,100/- as 10% of the sale value = Rs.9,08,050/-], and **refund of ₹9,08,050/- was to be made after one 1 year from the date of cancellation i.e. 04.11.2020**. The respondent failed to refund the amount even after expiry of this date. Plea of prematurity is therefore untenable. Under Section 18(1) of the Act read with Rule 16 of Punjab Rules, an allottee is entitled to refund with interest (SBI MCLR + 2%) if promoter fails to deliver possession. For ready reference Section 18(1) of the RERD Act, 2016 is reproduced hereunder:-

"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."





9.1 Section 19(8) of the RERD Act, 2016 is reproduced hereunder:-

**“19. Rights and duties of allottees:-**

*1 to 7 xxxxx xxxxx*

*(8) the obligations of the allottee under sub-section (6) and the liability towards interest under sub-section (7) may be reduced when mutually agreed to between the promoter and such allottee”*

Therefore, in view of the above legal provision and settlement for deduction of 10% and refund the balance after one year i.e. 4.11.2020, the agreed terms of settlement are accepted and decided accordingly.

10. In view of the above, the complaint is **Partly Allowed** and complainant is entitled to refund of its money alongwith interest applicable @ 10.90% (i.e. 8.90% SBI's Highest MCLR Rate applicable as on 14.08.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. **Refund shall be computed after deducting 10% of sale value as agreed i.e. ₹9,08,050/-.** For interest calculation, deduction shall take effect from 04.11.2020 (One year subsequent from date of cancellation which was 04.11.2019), with interest payable on the net refundable amount i.e. ₹9,08,050/- from the dates of deposits till realization. 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 31.08.2025 is calculated as follows:-

Interest payable from	Principal Amount paid	Interest calculated till	Rate Of Interest	Delay in months	Interest payable till 31.08.2025
D	E	F	H	I	J
01.11.2020	9,08,050/-	31.08.2025	@ 10.90% (i.e. 8.90% SBI's Highest MCLR Rate applicable as on 14.08.2025	58 Months	4,78,391/-
GRAND TOTAL (Principal Amount + Interest Payable upto 31.08.2025)					13,86,441/-

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 alongwith interest and/or penalty and/or compensation.

12. 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.

13. Further the principal amount is determined at Rs.9,08,050/- and interest of Rs.4,78,391/- the rate of interest has been applied @ 10.90% (i.e. SBI's Highest MCLR Rate applicable as on 31.08.2025 + 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.13,86,441/- upto 31.08.2025 (i.e. principal amount of Rs.9,08,050/- and balance interest of Rs.4,78,391/-), and any amount due as interest w.e.f. 01.09.2025 of Rs.8,248/- 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.

14. Further, the promoter is directed not to sell, allot, book the Floor Apartment No. 440-GF (757 sq. ft.) in the project "Golden Palm" at Mubarikpur, Tehsil Derabassi, Distt. SAS Nagar, Mohali allocated to the complainant till the whole payment payable to the complainant of Rs.13,86,441/- upto 31.08.2025 (i.e. inclusive of principal amount of Rs.9,08,050/- and net interest of Rs.4,78,391/-) and subsequent interest amount w.e.f. 01.09.2025 @ Rs.8,248/- per month, if any, becomes dues is fully paid to the complainant. However, it is hereby clarified that **Respondent No. 4, i.e., ICICI Bank, shall have the first charge and lien over the refund amount.** Only after clearance of the dues of the Bank shall the complainant be entitled to the balance amount, if any. The promoter/respondent No. 1 shall remain free to sell the subject unit only upon furnishing proof of clearance of the outstanding dues to the Bank (Respondent No. 4) as well as compliance with the directions issued in favour of the complainant under this order.

15. For effective implementation, Respondent No. 4 is directed to furnish a duly certified statement of account to the complainant, to Respondent No. 1/promoter, and to the Secretary of this Authority, so that the same may be duly considered at the time of issuance of the Debt Recovery Certificate (DRC). It is further made clear that the **borrower-cum-complainant-cum-allottee and Respondent No. 1/promoter shall be jointly and severally liable** for repayment of the dues of Respondent No. 4 (ICICI Bank). The **Floor Apartment No. 440-GF, admeasuring 757 sq. ft., in the project "Golden Palm", at Mubarikpur, Tehsil Derabassi, District SAS Nagar, Mohali**, belonging to Respondent No. 1, is held to be the primary security in favour of Respondent No. 4. Accordingly, the Bank shall continue to have an enforceable right to recover its dues against the said apartment, until its entire claim, as detailed in the table (supra), is fully satisfied. It is also directed that the promoter/respondent No. 1 shall not create any third-party rights in respect of the said apartment except after obtaining **No Objection Certificates (NOCs) both from ICICI Bank as well as from the complainant.** The NOC of the Bank shall only be issued upon full repayment of its outstanding dues, and the NOC of the complainant shall be subject to satisfaction of the liability towards the complainant under this order. Thus, both conditions—namely, clearance of the Bank's dues as well as compliance with the entitlement of the complainant—are to be duly discharged by the promoter/respondent No. 1 before any alienation, transfer, or creation of third-party rights in respect of **Floor Apartment No. 440-GF, measuring 757 sq. ft., in the project "Golden Palm", Mubarikpur, Tehsil Derabassi, District SAS Nagar, Mohali.**





16. The amount of Rs.13,86,441/- (i.e. inclusive of the principal amount of Rs.9,08,050/- and interest of Rs.4,78,391/- determined as refund and interest amount thereon upto 31.08.2025 and further a sum of Rs.8,248/- per month w.e.f. 01.09.2025) to be payable as interest per month from 01.09.2025 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.13,86,441/- upto 31.08.2025 (i.e. inclusive of the principal amount of Rs.9,08,050/- and interest of Rs.4,78,391/-), 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.


17. **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. Lakhvir Singh held to be Decree Holder and the Respondent no.1 i.e. Ms. Tarleen Kaur Ahuja is held as judgment debtors for the purposes of recovery under this order, since Land Twisters is a proprietorship firm.** 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. Further, the shares of the amount recoverable is joint and not any particular share to anyone of the complainant. Therefore, the promoter/judgment debtor is at liberty to pay anyone of both of the complainants in any ratio or the whole payment to anyone of them as per its discretion.

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: 16.09.2025




  
(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. Lakhvir Singh S/o Sh. Jit Singh, R/o V.P.O. Salabatpura, Tehsil Rampura Phul, Distt. Bathinda, Punjab – 151108.
2. Ms. Tarleen Kaur Ahuja, 4573-A, Sector 70, SAS Nagar (Mohali) – 160070.
3. M/s. Ubber Buildcon Pvt. Ltd., SCO 9, Level 1, Sector 7-C, Chandigarh – 160007.
4. M/s. Country Colonisers Pvt. Ltd. at Wave Estate, Sector 85, SAS Nagar (Mohali) – 140308.
5. Wave Estate at Wave Estate, Sector 85, SAS Nagar (Mohali) – 140308.
6. M/s. ICICI Bank, SCF No. 132 to 134, Sector 9-C, Chandigarh – 160009.
7. The Secretary, RERA, Punjab.
8. Director (Legal), RERA, Punjab.
9. The Complaint File.
10. The Master File.

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