



## 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)

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|--|----|--|
| 1. Complaint No.                                   | :- | GC No. 0344/2022   |
| 2. Name & Address of the complainant (s)/ Allottee | :- | Ms. Jagtamba Devi Sharma,<br>Village Dakri, Tehsil Ghumarwin, Bhaspur (Himachal Pradesh), 174021.  |
| 3. Name & Address of the respondent (s)/ Promoter  | :- | <ol style="list-style-type: none"> <li>1. M/s. WWICS Estates Pvt. Ltd. through its Directors</li> <li>2. Sh. Baljit Singh Sandhu, Director WWICS Estates Pvt. Ltd.</li> <li>3. Sh. Kiran Vir Sandhu, Director WWICS Estates Pvt. Ltd.</li> <li>4. Sh. Devinder Sandhu, Director WWICS Estates Pvt. Ltd.</li> <li>5. Sh. Rajiv Bajaj Director, Director WWICS Estates Pvt. Ltd.</li> <li>6. Sh. Parvinder Sandhu, Director WWICS Estates Pvt. Ltd.</li> </ol> <p>(All at Plot No. A12, Industrial Area, Phase-6, District SAS Nagar (Mohali) – 160055)</p> <ol style="list-style-type: none"> <li>7. The Sub-Registrar, Kharar, SAS Nagar (Mohali) – 140301.</li> <li>8. Municipal Council, Kurali, Mohali through Executive Officer, Near Civil Hospital, Ropar Road, Kurali, SAS Nagar (Mohali) - 140103</li> </ol> |
| 4. Date of filing of complaint                     | :- | 29.06.2022   |
| 5. Name of the Project                             | :- | 'Dream Meadows-I (Imperial County)' situated at Kurali, H.B. No. 121, Rupnagar (Ropar), Punjab – 140103.   |
| 6. RERA Registration No.                           | :- | PBRERA-RPR70-PR0442  |
| 7. Name of Counsel for the complainant, if any.    | :- | Sh. Puneet Gupta, Advocate.  |
| 8. Name of Counsel for the respondents, if any.    | :- | Sh. Raman Walia, Advocate for respondents no. 1 to 6.  |
| 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                                  | :- | 07.04.2025   |



**Order u/s. 31 read with Section 40(1) of Real Estate (Regulation & Development) Act, 2016 read with Rule 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017.**

The present complaint dated 29.06.2022 has been filed by Ms. Jagtamba Devi Sharma (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') 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) relating to a RERA registered project namely 'Imperial Heights' promoted by M/s. WWICS Estates Pvt.



Ltd. & Ors.(hereinafter referred as the Respondents for the sake of convenience and brevity).

2. The brief gist of the complaint, as alleged by the complainants, is that the complainant has submitted that the company invited applications for the allotment of freehold residential plots and floors in a project named "Imperial County" located at Kurali, Tehsil Kharar, S.A.S. Nagar, Punjab, which was registered under RERA Registration Nos. PBRERA-RPR70-PR0442 (Dream Meadows-I) and PBRERA-SAS80-PR0516 (Dream Meadows-II). The company issued a prospectus for residential plots, pursuant to which the complainant applied and was allotted Plot No. P-355, measuring 160.41 sq. yards in Dream Meadows-I through an Allotment cum Agreement dated 12.11.2016. The total cost of the plot was Rs.17,35,960, with a 10% rebate reducing the amount payable to Rs.15,77,364, against which the complainant paid Rs.15,96,403, supported by a bank statement and a No Dues Certificate. Clause 8 of the agreement stipulates that the plot shall only be used for residential purposes, while Clause 25 provides that the company retains authority over the plot until a Conveyance Deed is executed and registered. Clause 29(a) states that the development of the plot/project was to be completed within 12 months or an extendable six-month period from the agreement date, subject to certain conditions. Despite full payment made by 22.05.2017, the company failed to deliver possession or execute a Conveyance Deed, as required under Clause 31(a), even though some other allottees reportedly received such deeds without obtaining municipal approvals. The complainant later learned that the land was agricultural in nature and not suitable for residential construction, with part of the colony allegedly situated on a riverbank and subject to a dispute between the promoters and the Municipal Council, Kurali. The company purportedly misled buyers by uploading a document about regularization of land instead of a proper Change of Land Use (CLU) certificate on the RERA website and was implicated in misleading representations about the nature of the plots through media coverage. The complainant asserts that these actions constitute violations of Clauses 29(a) and 31(a) of the agreement, as well as Sections 11(4)(f), 12, 17, and 18(1)(a) of the RERA Act, 2016, and seeks a refund of the entire consideration amount with interest and any other relief deemed appropriate.





3. In response to the notice, the respondents no. 1 to 6 have submitted their reply, asserting its position based on the following averments:-

i. The Opposite Party respectfully submits that the Complainant has not approached this Hon'ble Court with clean hands. The Complainant has willfully suppressed material facts from the purview of this Hon'ble Court. The Complainant had booked a residential plot bearing No. P-355, situated in Dream Meadows-I, Imperial County, Siswan Road, Kurali, Punjab, by executing an Allotment cum Agreement dated 12.11.2016 with the Opposite Party. The Complainant had agreed to abide by the terms and conditions mentioned therein. A copy of the said agreement is already annexed with the complaint.

ii. After the execution of the Allotment cum Agreement dated 12.11.2016, the Complainant was duly called upon to get the sale deed executed. However, despite the opportunity afforded, the Complainant failed to procure the necessary stamp paper and prepare the sale deed for registration before the concerned Sub-Registrar. Moreover, the physical possession of the plot was duly offered to the Complainant. Therefore, the allegations made regarding non-delivery of possession are baseless. The Opposite Party is not deficient in service in any manner, and hence, the present complaint is liable to be dismissed.

iii. The Opposite Party is the lawful and registered owner of land measuring 68,977.23 sq. meters and had launched the residential project titled "Imperial County" at Siswan Road, Kurali. The said project is duly approved by the Local Government-cum-Competent Authority. The colony was further developed under the names Dream Meadows I and II, where plots of various sizes were offered for sale to the general public.

iv. The plot booked by the Complainant falls within the recognized residential colony "Dream Meadows-I," which is approved by the office of the Deputy Director, Local Government-cum-Competent Authority, Patiala under Section 4 of the Punjab Special Provisions Act, 2013. The Government of Punjab had notified a policy on 21.08.2013 for regularization of unauthorized colonies and plots. The benefits under this policy were further extended by notification dated 18.10.2018. The Opposite Party applied for regularization under the policy, and the colony was accordingly regularized. Relevant copies of the notifications, regularization certificate, and supporting documents are annexed with this reply.

v. Pursuant to the regularization, the Opposite Party has executed numerous sale deeds in favor of allottees. The layout and development plans of the colony were duly approved, and regularization fees were paid. Photographs of the developed site, a list of registered sale deeds, copies of building plan





sanctions, and approval documents are also annexed. The colony falls under the jurisdiction of the Municipal Council, Kurali, which has approved several building plans for the allottees. Construction activities are already underway at the site.

vi. It is further submitted that the earlier cancellation of regularization certificates dated 06.08.2014 and 07.08.2014 was challenged by way of CWP No. 23860 of 2021 before the Hon'ble Punjab & Haryana High Court, which set aside the cancellation order on 08.02.2022 and remitted the matter for reconsideration. Subsequent orders dated 28.03.2022 were passed in compliance. The matter relating to issuance of NOCs and building plan sanctions is currently pending before the Additional Deputy Commissioner (Urban Development), SAS Nagar, Mohali, and representation has been filed accordingly.

vii. All necessary development charges and regularization fees have been deposited, and plot holders are entitled to seek individual NOCs or sale deeds. Hence, the present complaint is devoid of merit and is liable to be dismissed.

viii. The Complainant was duly called upon to get the sale deed registered and physical possession of the plot was also offered. Hence, there is no deficiency of service on part of the Opposite Party and the complaint deserves dismissal.

ix. The Complainant had executed an Allotment cum Agreement dated 12.11.2016 and had agreed to abide by its terms. Despite being offered possession and being called to execute the sale deed, the Complainant failed to do so. The plot forms part of a duly approved and regularized residential colony. Sale deeds have been executed in favor of numerous buyers, and the Municipal Council, Kurali has approved several building plans. Necessary infrastructure such as roads, sewerage, electricity, and water lines has already been developed at the site.

x. The Complainant has been provided with the opportunity to get the sale deed executed and has no reason to seek a refund.



4. Respondent No. 7, in its reply, submitted that no relief has been sought against the answering respondent, as there is no wrongdoing attributable to it. Any default, if any, lies with M/s WWICS Estates Pvt. Ltd., as stated in the said paragraph.

5. Respondent no. 8 in its response had submitted that the present complaint is pending adjudication before the Hon'ble Real Estate Regulatory Authority, Punjab, and is



listed for today for filing of the written reply on behalf of the answering respondent/applicant. It is submitted that the complainant, Jagtamba Devi Sharma, has neither sought any relief nor made any specific allegation against the answering respondent/applicant in the complaint. The dispute, if any, exists solely between the complainant and the other respondents, and the answering respondent has no role or connection with the facts or allegations mentioned. Furthermore, under Section 31 of the Real Estate (Regulation and Development) Act, 2016, a complaint is maintainable only against a promoter, allottee, or real estate agent for violations of the Act, rules, or regulations. The answering respondent does not fall under any of these categories, and no cause of action has arisen against them. As such, the complaint is not maintainable against the answering respondent/applicant and deserves to be dismissed at the threshold. The complainant has no locus standi to proceed against the answering respondent, and allowing such a complaint would amount to an abuse of the process of law. The Hon'ble Authority is therefore respectfully prayed to dismiss the complaint filed by Jagtamba Devi Sharma, with exemplary costs, as a measure to discourage frivolous and vexatious litigation. Any other relief deemed just and proper in the facts and circumstances may also be granted in favour of the answering respondent/applicant.

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. During the arguments, Sh. Puneet Gupta, Ld. Counsel for the complainant argued the complainant entered into a valid allotment-cum-agreement on 12.11.2016 for Plot No. P-355 in Dream Meadows-I, a part of the "Imperial County" residential project at Kurali, Punjab. Pursuant to the prospectus issued by the respondent company, the



complainant applied for the plot and paid the entire consideration of Rs. 15,96,403 promptly and within the stipulated timeline. The agreement expressly restricted the use of the plot solely for residential purposes and stipulated that possession along with execution and registration of the conveyance deed would be completed within twelve months from the agreement date, extendable by six months. Despite full payment and the passage of more than nine years, the promoter has failed to deliver possession and execute the conveyance deed, which amounts to a fundamental breach of contract and non-compliance of the statutory obligations under the Real Estate (Regulation and Development) Act, 2016 (RERA).

10 Further, the complainant contends that the land allotted is classified as agricultural land and is not legally permissible for residential construction. Portions of the colony are located on a riverbank, an area expressly prohibited for residential development by applicable laws. The promoter misled the complainant and other buyers by representing the project as a fully residential development. Additionally, the promoter uploaded misleading documents on the RERA website purportedly demonstrating regularization of the land without having secured a valid Change of Land Use (CLU) certificate. The complainant emphasizes that possession offered without mandatory completion and occupancy certificates is illegal and unenforceable, since such certificates are prerequisites for lawful possession under RERA as well as the Punjab Apartment and Property Regulation Act, 1995. The promoter's failure to obtain municipal approvals further renders the transaction voidable and invalidates any sale or conveyance deeds executed.

11 The complainant relies on Section 18 of the RERA Act, which entitles an allottee to withdraw from the project and claim a refund with interest if the promoter fails to complete or deliver possession within the agreed timeline. Given the promoter's failure to fulfill these conditions and the absence of necessary statutory approvals, the complainant asserts the right to rescind the agreement, claim a refund of the entire amount paid along with interest, and seek compensation for the losses and hardships suffered. The complainant further submits that the promoter's conduct demonstrates mala fide intent to mislead and deprive buyers of their lawful rights, which justifies intervention and relief by this Hon'ble Authority.





12. In response, the respondents contend that the complainant has not approached the court with clean hands and has willfully suppressed material facts. The complainant had executed the allotment-cum-agreement agreeing to its terms and conditions, including those related to possession and execution of the sale deed. The respondents submit that the complainant was duly called upon to procure the necessary stamp papers and execute the sale deed before the concerned Sub-Registrar but failed to do so despite having been given ample opportunity. They assert that physical possession of the plot was duly offered to the complainant, and therefore the allegations of non-delivery of possession are baseless. The respondents deny any deficiency in service and assert that the complaint should be dismissed as devoid of merit.

13. The respondents further submit that they are the lawful owners of the land measuring 68,977.23 square meters and had launched the "Imperial County" project after obtaining requisite approvals from the Local Government-cum-Competent Authority. The colony, including Dream Meadows-I, has been regularized under the Punjab Special Provisions Act, 2013, as well as subsequent notifications dated 21.08.2013 and 18.10.2018 issued by the Government of Punjab. The respondents annex copies of the regularization certificates, layout and development plans, and other supporting documents to substantiate their claims. They state that all development charges and regularization fees have been paid in full.

14. It is submitted on behalf of the respondents that numerous sale deeds have already been executed in favor of other allottees, and that the layout and development plans have been duly sanctioned by the Municipal Council, Kurali. The respondents state that infrastructure such as roads, sewerage systems, electricity, and water supply have been developed, and construction activities are underway. They also bring to attention that earlier cancellation of regularization certificates was challenged before the Hon'ble Punjab and Haryana High Court, which set aside the cancellation orders and remanded the matter for reconsideration. The respondents mention ongoing proceedings related to the issuance of necessary NOCs and building plan sanctions before the Additional Deputy Commissioner (Urban Development), SAS Nagar, Mohali, and indicate that appropriate representations have been filed.





15. The respondents emphasize that since the complainant was called upon to register the sale deed and possession was offered physically, there is no deficiency or breach on their part. They argue that the complaint is without any merit and deserves dismissal. Other respondents submit that no relief has been sought against them and that they have no role or connection with the dispute. One respondent further submits that the complaint is not maintainable against them under Section 31 of the RERA Act as they do not qualify as promoter, allottee, or real estate agent, and prays for dismissal of the complaint against them with costs.

16. In essence, the dispute turns on two crucial issues: whether possession was lawfully and timely delivered to the complainant and whether the project and land use were legally regularized and approved for residential development. The complainant asserts non-delivery of possession and illegality of land use, while the respondents maintain that the project has been regularized, necessary approvals have been obtained, possession has been offered, and the complainant failed to take steps for sale deed registration.

17. After a thorough and detailed consideration of the submissions, documents, and evidence on record, this Authority finds that the respondent promoter has demonstrably failed to perform its contractual and statutory duties under the allotment-cum-agreement dated 12.11.2016 and the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA). The complainant has fulfilled all payment obligations promptly and in full, yet the promoter has neither delivered physical possession of the allotted plot within the stipulated period of twelve months, extendable by six months, nor executed and registered the conveyance deed as mandated under the agreement and Section 12 of the RERA Act. This inordinate delay and non-compliance constitute a material breach of contract and a clear violation of the promoter's obligations under Sections 11, 12, 17, and 18 of the RERA Act.

18. It is evident from the record that possession of the plot has not been lawfully delivered to the complainant, as possession without issuance of completion and occupancy certificates is illegal and unenforceable under the provisions of the RERA Act and the Punjab Apartment and Property Regulation Act, 1995. The absence of such





mandatory statutory approvals confirms that the project is incomplete and the promoter is not entitled to hand over possession. Furthermore, the land continues to be classified as agricultural, with portions situated on a riverbank where residential development is expressly prohibited, thereby rendering the promoter's representations and assurances regarding residential use and regularization misleading and unlawful.

19. In light of the foregoing, the promoter's failure to deliver possession within the prescribed timeline and to obtain all requisite statutory approvals constitutes a breach of the agreement and contravenes the fundamental principles of the RERA Act, which aims to protect the interests of homebuyers and ensure transparency and accountability in real estate projects. Under Section 18(1) of the RERA Act, where a promoter fails to complete or deliver possession of the property as per the terms of the agreement within the prescribed time, the allottee is entitled to withdraw from the project and claim a refund of the amount paid with interest. The complainant is thus entitled to rescind the agreement and recover the entire amount paid, along with interest calculated at the rate specified by the Authority or prescribed under the Act, from the date of each payment till the date of realization.

20. The complainant stated that the respondents have acted in bad faith by collecting substantial amounts from buyers without delivering the promised development. The complainant is entitled to a full refund with interest.

21. Further, Hon'ble Supreme Court of India, in Para 77, of its judgment in **M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and others in Civil Appeal Nos. 6745-6749 of 2021**, has reiterated the law declared by the court in **Imperia Structures Ltd.(supra)**. The same is reproduced below:-

"77. ....The submission has no foundation for the reason that the legislative intention and mandate is clear that Section 18(1) is an indefeasible right of the allottee to get a return of the amount on demand if the promoter is unable to handover possession in terms of the agreement for sale or failed to complete the project by the date specified and the justification which the promotor wants to tender as his defence as to why the withdrawal of the amount under the scheme of the Act may not be justified appears to be insignificant and the regulatory authority with summary nature of scrutiny of undisputed facts may determine the refund of the amount which the allottee has deposited, while seeking withdrawal from the project, with interest, that too has been prescribed under the Act..."





22. As regards contention of the Respondent that complainants did not make full payment, Hon'ble Supreme Court in his judgment in **M/s. Newtech Developers Pvt. Ltd. (supra)** in Para 80 has held as follows:-

*"80. The further submission made by learned counsel for the appellants that if the allottee has defaulted the terms of the agreement and still refund is claimed which can be possible, to be determined by the adjudicating officer. The submission appears to be attractive but is not supported with legislative intent for the reason that if the allottee has made a default either in making instalments or made any breach of the agreement, the promoter has a right to cancel the allotment in terms of Section 11(5) of the Act and proviso to sub-section 5 of Section 11 enables the allottee to approach the regulatory authority to question the termination or cancellation of the agreement by the promotor and thus, the interest of the promoter is equally safeguarded."*

23. The respondent had the option to initiate the process for cancellation of the allotment, in case of the default committed, by the complainants. However, the same was not done and promoter itself failed to offer possession, within the agreed upon/extended period, in terms of Agreement for Sale. Hence, he is liable for refund of the entire amount paid by the complainant, alongwith prescribed rate of interest.

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

*"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—*

*(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*

*(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:*

*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.*



25. In view of the above, the complaint is **Partly Allowed** and complainant is entitled to refund of its money alongwith interest applicable @ 11.10% (i.e. 9.10% SBI's Highest MCLR Rate applicable as on 31.03.2025 + 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 31.03.2025 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 31.03.2025
A	B	D	E	F	H	I	J
1	31.08.2016	01.09.2016	50,000/-	31.03.2025	@ 11.10% (i.e. 9.10% SBI's Highest MCLR Rate applicable as on 31.03.2025 + 2%)	103 Months	47,175/-
2	13.11.2016	01.12.2016	89,557/-	31.03.2025		100 Months	82,840/-
3	30.12.2016	01.01.2017	11,16,454/-	31.03.2025		99 Months	10,22,393/-
4	22.05.2017	01.06.2017	3,40,392/-	31.03.2025		94 Months	2,95,971/-
TOTAL			15,96,403/-				14,48,379/-
GRAND TOTAL (Principal Amount Paid + Interest payable)							30,44,782/-

26. 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.

27. 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. Accordingly, the Secretary is instructed to issue the necessary 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 Land Revenue Act, 1887 for due collection and enforcement in accordance with law. The concerned authorities are further directed to take expeditious steps for the recovery of the amount as per the prescribed procedure under the Land Revenue Act, ensuring compliance with all legal requirements and due process.

28. Further the principal amount is determined at Rs.15,96,403/- and interest of Rs.14,48,379/- the rate of interest has been applied @ 11.10% (i.e. SBI's Highest MCLR Rate applicable as on 31.03.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. Both the promoters are held jointly and severally liable for making payment to the complainant irrespective of their share of liability. Hence, the promoter is liable to pay a total amount of Rs.30,44,782/- upto 31.03.2025 (i.e. principal amount of Rs.15,96,403/- and interest of Rs.14,48,379/-), and



any amount due as interest w.e.f. 01.04.2025 of Rs.14,767/- per month is due and pending. Any amount paid by the promoter will be considered as payment against the interest whatever is due and will be set off against principal only after payment of whole of interest. The payment by promoters will be considered only after whole of interest due till date has been paid. Even subsequent payment if any will be first considered towards interest payment, if any becomes due on the unpaid principle amount. It is clarified that interest will keep on generating till the whole payment of Rs.30,44,782/- is paid alongwith interest accrued on month to month basis.

29. Further, the promoter is directed not to sell, allot, book the unit which was allocated to the complainants till all the payments payable to the complainant(s) as per this order are not fully paid. 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. However, the promoter is free to sell the unit in question after duly making payment and obtaining the receipt of the due payment from complainant(s) as per this order.

30. 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 amount of Rs.30,44,782/- upto 31.03.2025 (i.e. principal amount of Rs.15,96,403/- and interest of Rs.14,48,379/-), has become payable by the respondent to the complainant and both the promoters are directed to make payment 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 and as determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016. The amount of Rs.30,44,782/- determined as refund and interest amount thereon upto 31.03.2025 and further a sum of Rs.14,767/- to be payable as interest per month from 01.04.2025 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/authorized in the Punjab Land Revenue Act, 1887.






31. The Secretary of this Authority is hereby directed to issue a Recovery Certificate immediately and send to the Competent 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. Therefore, Ms. Jagtamba Devi Sharma is held to be Decree Holder and the Respondent i.e. M/s. WWICS Estates Pvt. Ltd. through its Directors as judgment debtor.

32. No other relief is made out.

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

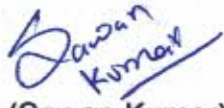
Chandigarh  
Dated: 04.03.2025



  
(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. Ms. Jagtamba Devi Sharma, Village Dakri, Tehsil Ghumarwin, Bhaspur (Himachal Pradesh), 174021.
2. M/s. WWICS Estates Pvt. Ltd. through its Directors
3. Sh. Baljit Singh Sandhu, Director WWICS Estates Pvt. Ltd.
4. Sh. Kiran Vir Sandhu, Director WWICS Estates Pvt. Ltd.
5. Sh. Devinder Sandhu, Director WWICS Estates Pvt. Ltd.
6. Sh. Rajiv Bajaj Director, Director WWICS Estates Pvt. Ltd.
7. Sh. Parvinder Sandhu, Director WWICS Estates Pvt. Ltd.  
( Sr. No. 2 to 7 all at Plot No. A12, Industrial Area, Phase-6, District SAS Nagar (Mohali) – 160055)
8. The Sub-Registrar, Kharar, SAS Nagar (Mohali) – 140301.
9. Municipal Council, Kurali, Mohali through Executive Officer, Near Civil Hospital, Ropar Road, Kurali, SAS Nagar (Mohali) - 140103
10. The Secretary, RERA, Punjab.
11. Director (Legal), RERA, Punjab.
- ✓ 12. The Complaint File.
13. The Master File.

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