Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018
Before the Bench of Sh. Rakesh Kumar Goyal, Chairman.
Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

1.	**Complaint No.**	:-	GC No. 0589/2022UR
2.	**Name & Address of the complainant (s)/ Allottee**	:-	Sh. Nishant Goyal, R/o House No. 329, Urban Estate, Phase-1, Patiala – 147002.
3.	**Name & Address of the respondent (s)/ Promoter**	:-	1. Estate Officer Patiala Urban Planning & Development Authority PDA PUDA Complex, Urban Estate Phase-II, Patiala, Punjab – 147001 2. M/s. Omaxe Ltd. though its Director, Omaxe House 7, Behind Kalkaji Post Officer Kalkaji, LSC, New Delhi – 110019.
4.	**Date of filing of complaint**	:-	10.12.2022
5.	**Name of the Project**	:-	PDA Omaxe City, Patiala
6.	**RERA Registration No.**	:-	Unregistered
7.	**Name of Counsel for the complainant, if any.**	:-	Sh. J.P. Singla, Advocates
8.	**Name of Counsel for the respondents, if any.**	:-	Sh. Ashish Grover, Advocate for respondent no. 1. Sh. Munish Gupta, Sh. Manjinder Kumar and Sh. Ankit Kumar, Advocates for respondent no. 2.
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**	:-	01.10.2025

Order u/s. 31 read with Section 40(1) of Real Estate (Regulation & Development) Act, 2016 read with Rules 16, 24 and 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017.

The present complaint dated 10.12.2022 has been filed by Sh. Nishant Goyal (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') relating to an *Un-Registered Project* 'PDA-Omaxe City' Sirhind Road, Baran, Patiala.

2. The brief gist of the complaint, as alleged by the complainant, is that the complainant purchased Flat No. F.F-4, Cluster-D, Block Mogra, originally allotted to one Ms. Jaswinder Kaur, after being lured by the respondents' advertisement in *Punjabi Tribune* dated 27.04.2010. Despite depositing ₹5,68,829/- against the tentative price of ₹3,17,022/-, possession, which was to be delivered by 02.01.2014 as per the allotment letter, has not been given till date;

rather, even construction work has not commenced due to termination of the development agreement with Omaxe on 20.06.2011 after only 29% work was completed. The complainant got the said unit transferred in his name on 20.04.2011 on the same terms and conditions. In view of the inordinate delay of over nine years, non-provision of basic amenities, failure to register the project with RERA, and denial of his genuine claim despite legal notice, the complainant, having invested his life savings, ***prays for refund of the deposited amount along with interest***.

3. In response to the complaint, respondent no. 1 filed its reply stating therein that under a Joint Development Agreement dated 16.11.2006, Respondent No. 2, M/s Omaxe Ltd., was solely responsible for completing all development works, providing infrastructure, and delivering possession within stipulated timelines, which it failed to adhere to despite repeated assurances, resulting in delays. The respondents submit that the provisions of RERA came into force prospectively from 01.05.2016/01.05.2017 and do not apply retrospectively, while the project in question was launched much earlier under the Punjab Regional and Town Planning and Development Act, 1995. PDA had in fact applied for registration of the project in 2017, but the application was rejected in 2018 as no specific timeline for completion could be given due to ongoing disputes with M/s Omaxe Ltd., the developer, and pending litigation before the Hon'ble High Court and Supreme Court. It is contended that development was stalled on account of stay orders in CWP No. 8100 of 2011 (till 2013), subsequent land reference cases (decided in 2018), and ongoing writ petitions, while PDA had terminated the Joint Development Agreement with Omaxe for breach in 2011. The complainant, having taken transfer of the flat in 2011, accepted all terms of allotment including liability for enhanced compensation and the condition that possession could be delayed on account of force majeure or reasons beyond PDA's control. He has also defaulted in depositing enhanced land compensation demanded vide letters dated 18.05.2017, 27.06.2019 and 20.12.2021. Respondents deny receipt of the alleged legal notice and contend that allegations of deficiency in service or unfair trade practice are baseless. They assert that the complaint is not maintainable in view of (i) alternative remedies under Section 45 of PRTPDA, (ii) arbitration clause in the allotment letter, (iii) exemption available to PDA as a statutory authority under PAPRA, and (iv) pendency of related disputes before the Hon'ble High Court. Hence, the complaint is claimed to be devoid of merit and liable to dismissal.

4. Respondent No. 2 (the developer) submits that it had mobilized resources and commenced development under the JDA with PDA but was obstructed by unforeseen circumstances such as delays in statutory approvals, legal disputes, and the stay order passed in CWP No. 8100 of 2011 by the Hon'ble

Punjab & Haryana High Court, which stalled construction. It contends that the delay was beyond its control and not due to any willful default, and therefore it cannot be held guilty of fraud or deficiency in service. The developer challenges the maintainability of the complaint on the grounds that the sale agreement was executed in 2010, prior to the enforcement of RERA in 2016, thereby ousting the jurisdiction of this Authority, and further points to the arbitration clause in the agreement as an exclusive alternative dispute resolution mechanism. It also emphasizes that the matter is sub judice before the Hon'ble High Court and that any decision therein would directly affect the present dispute. While denying liability, the developer asserts that it has made sincere efforts to pursue the project and is willing to comply with lawful directions, provided its rights and obligations are protected in light of the pending litigation and the original contractual framework.

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 that the complainant was allotted Flat No. F.F-4, Cluster-D, Block Mogra, in the project PDA–Omaxe City, Sirhind Road, Baran, Patiala. The unit was initially allotted to one Ms. Jaswinder Kaur and was subsequently transferred in the complainant's name on 20.04.2011 on the same terms and conditions. The complainant deposited a sum of ₹5,68,829/- against the tentative price of ₹3,17,022/- including an *amount of ₹16,852/- paid as transfer fee at the time of transfer of the unit from the original allottee to the complainant. The respondent submitted submitted that it is not refundable, as it was a one-time transfer fee and not part of the price of the agreement for sale.* As per the allotment letter, possession was to be handed over by 02.01.2014. A Joint Development Agreement had been executed between PDA and Omaxe Ltd. on 16.11.2006, which was terminated by PDA on 20.06.2011 after only about 29% of the work had been executed. Despite the lapse of more than nine years beyond the stipulated date of possession, the complainant has neither been delivered possession of the unit nor refunded his money. The project has remained unregistered with RERA, Punjab.

9. The complainant argued that he deposited his life savings in the project on the promise of timely possession, yet despite repeated assurances, neither possession nor refund has been made. He alleged that the respondents failed to perform their contractual and statutory obligations. He further submitted that the termination of the development agreement in 2011 and the non-registration of the project with RERA only reflect the failure of both respondents. According to him, the prolonged delay of more than nine years constitutes deficiency in service and unfair trade practice. He, therefore, prayed for refund of the deposited amount along with interest.

10. On the other hand, PDA (Respondent no.1) contended that it had entrusted the development work entirely to Omaxe Ltd. under the Joint Development Agreement dated 16.11.2006. On account of Omaxe's failure to adhere to timelines, the JDA was terminated on 20.06.2011. It was further argued that the provisions of the RERD Act, 2016 came into effect prospectively from the year 2016 and 2017 and cannot be applied to agreements executed in 2010–2011. PDA maintained that the complainant accepted the transfer of the unit on the same terms and conditions, which included liability for enhanced compensation and the possibility of delay due to force majeure. PDA also raised preliminary objections as to the maintainability of the complaint on the grounds of an alternative remedy under PRTPDA, the arbitration clause in the allotment letter, statutory exemption under PAPRA, and pendency of related disputes before the Hon'ble High Court. Omaxe Ltd., for its part, submitted that development had been initiated but could not progress due to stay orders passed by the Hon'ble High Court in CWP No. 8100 of 2011, and other unforeseen statutory delays, which were beyond its control. It denied any deficiency in service or fraud, and contended that the sale agreement being pre-RERA ousts the jurisdiction of this Authority. However, arbitration clauses in agreements cannot override statutory remedies available under RERA and the same had already been decided in many cases by this Authority i.e. ***GC No. 1462/2019 decided on 07.04.2021 titled as Satwant Boparai Vs. Omaxe Chandigarh Extension Developers Pvt. Ltd.***

11. After hearing both sides and examining the record, it is evident that the stipulated date for possession was 02.01.2014, yet the complainant has not been given possession to date. The delay stands admitted and cannot be justified. The plea that RERA provisions are inapplicable is not tenable because the cause of action continues until possession is delivered or refund is made. Hence, the jurisdiction of this Authority is attracted. The dispute between promoters as *inter se parties* i.e. PDA and Omaxe Ltd. cannot prejudice the rights of the complainant, who is a *bona fide* allottee. Both PDA, being the land-owning agency, and Omaxe Ltd., being the developer under the JDA, are responsible to the allottee for refund

of his money. The plea of *force majeure* and pendency of litigation does not absolve the respondents of their liability, particularly when the project stands unregistered and development work has remained incomplete for more than a decade.

12. With regard to the transfer fee of ₹16,852/-, it is noted that the said amount was charged as a one-time transfer fee payable at the time of transfer of the flat from the original allottee to the complainant. Since this payment was in the nature of a transfer charge and not part of the sale consideration of the unit, the contention of Respondent No. 1 that it is non-refundable is justified. The complainant is, therefore, not entitled to refund of this specific amount.

13. 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.

14. 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..."*

15. 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."

16. 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.

17. Sh. Nishant Goyal (i.e. the complainant) purchased the unit on 03.01.2011 and as per record at an amount of Rs.5,68,829/-. The said transfer was duly recorded by the promoter in its record on 20.04.2011. In such a scenario when it comes for refund and interest the subsequent allottee, it will be the principal amount paid by first (original) allotted to be considered for refund not consideration what amount has actually been paid by the second allottee. Therefore, for the purposes of refund of principal amount or amount paid by the allottee, it will be actual total payment received by promoter in the allottee's account including the subsequent allottee. Therefore it is held that the amount paid by both the allottees in the account of the promoter in relation to sale price of the unit as per agreement is the amount to be refunded. Therefore, as already held and at the cost of repetition it is cleared that the transfer fee is not related to the cost of the flat, hence not to be refunded as principal payment and interest to be paid on the said amount will be paid to subsequent allottee. The interest will be paid to the subsequent allottee from the date it had got the transfer in its name as allottee in the account books of the promoter which is 20.04.2011. No interest will be paid for the prior amount. However, for all other purposes, it is considered the subsequent allottee had stepped into shoes of the earlier allottee and is entitled for all the rights & facilities from the date of it becoming allottee. The payment of interest will start to the subsequent allottee only from the date when it had paid the amount to the earlier allottee and/or to the promoter as the case may be.

18. The Hon'ble REAT in its **Appeal No. 28 and 37 of 2021** issued vide Memo No. R.E.A.T./2022/261 dated 01.06.2022 in the case of **Leela Gupta w/o Amrit Lal Gupta Vs. Bathinda Development Authority** held that where the allottee filing the complaint is not the original allotee (and cited the judgment of Hon'ble Supreme Court) observed that subsequent transferees who, inspite of delay in delivery of possession, purchases the plot from original alltotee would not be entitled for compensation/interest on account of such delay on delivery of possession. It held as under:-

> *"12. So far as appeal No. 37 pertaining to S.C.O. site No. 2 is concerned, it is admitted that appellant is not its original allotee. She got this site transferred in her name from the original allottees Sh. Jee Ram Goyal and Smt. Rekha Singla on 04.08.2017. It has been stated above that the development work was completed on 19.10.2017 so the appellants came into picture when almost all the development work was completed. The Hon'ble Supreme Court in Civil Appeal No. 6239 of 2019 "Wg. Cdr. Arifur Rehman Khan and Aleya Sultana and others Vs DLF Southern Homes Pvt. Ltd. (now known as BEGUR OMR Homes Pvt. Ltd.) and Ors." has held that the subsequent transferrees who, inspite of delay in delivery of possession, purchases the plot from original allottee would not be entitled for compensation on account of such delay on delivery of possession. Moreover the appellants have not suffered the agony and harassment suffered by the original allottee because when they got SCO 2 transferred in their name when almost all the development work was completed.*
>
> *13. In these circumstances the appellant of this appeal is held entitled interest for delayed possession for S.C.O. Site No. 2 from 04.08.2017 i.e. till 19.10.2017."*

19. Further, the Hon'ble High Court of Punjab and Haryana in its order vide RERA Appeal No. 6 and 12 of 2023 dated 22.11.2023 observed that it was unable to find any reason or justification to interfere with the order pased by the Real Estate Appellate Tribunal, Punjab. It held as under:-

> *"23. In view of the discussion made hereinabove, I am unable to find any reason or justification to interfere with the order passed by the Appellate Tribunal; there being no merit in both the appeals, thus, the same are disimssed"*

20. Further, the Hon'ble Supreme Court in the case of **Laureate Buildwell Pvt. Ltd. v. Charanjeet Singh**, **Civil Appeal No. 7042 of 2019** explicitly held that the subsequent purchaser is entitled to interest on the refund from the date the builder acknowledged the transfer of the flat, when the purchaser stepped into the shoes of the original allottee and the builder issued the endorsement letter. For ready reference, relevant extract of the order is reproduced hereunder:-

> *"31. In view of these considerations, this court is of the opinion that the per se bar to the relief of interest on refund, enunciated by the decision in Raje Ram (supra) which was applied in Wg. Commander Arifur Rehman (supra) cannot be considered good law. The nature and extent of relief, to which a subsequent purchaser can be entitled to, would be fact dependent. However, it cannot be said that a subsequent purchaser who steps into the shoes of an original allottee of a housing project in which the builder has not honoured its commitment to deliver the flat within a stipulated time, cannot expect any – even reasonable time, for the performance of the builder's obligation....."*

Therefore, as discussed supra and in view of the judgment of the Hon'ble Supreme Court is held that Sh. Nishant Goyal is entitled to refund subsequent to the date of 20.04.2011 which is the date from which it got the status of allottee in the records of the promoter. Further, the amount to be computed is Rs.5,51,977/-, which had been shown as payment received till in the allottee account. Therefore, it is held that Sh. Nishant Goyal is entitled for an amount of Rs.5,51,977/- as payment towards flat no. FF-4, Cluster-D and interest thereon from 20.04.2011. **Therefore the interest to the complainant will be calculated from the date of transfer of unit in his name.**

21. 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."*

22. In view of the above, the complaint deserves to be ***Partly Allowed***. The complainant is entitled to refund of the deposited amount of ₹5,68,829/- after deducting the transfer fee of ₹16,852/- (dated 20.04.2011, Annexure C-3), which comes to **₹5,51,977/-**, along with interest @ 10.90% (i.e. 8.90% SBI's Highest MCLR Rate applicable as on 15.08.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. The interest is being calculated on monthly basis for the whole month as a unit for the purpose of charging interest. 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	Interest calculated till	Rate of Interest	No. of months	Interest Amount
(Amount paid on 01.06.2010 but interest is to be given from 01.05.2011)	31,702	31-03-2021	@ 10.90% (i.e. 8.90% SBI's Highest MCLR Rate applicable as on 15.08.2025 + 2%)	119	1,14,797
(Amount paid on 01.03.2011 but interest is to be given from 01.05.2011)	47,554	31-03-2021			
(Amount paid on 01.04.2010 but interest is to be given from 01.05.2011)	26,947	31-03-2021			
01-08-2011	26,353	31-03-2021		116	27,767
01-07-2012	24,505	31-03-2021		105	23,372
01-10-2014	7,563	31-03-2021		78	5,358
01-10-2014	99,466	31-03-2021		78	70,472
01-01-2015	23,380	31-03-2021		75	15,928
01-03-2015	24,050	31-03-2021		73	15,947
01-04-2015	22,785	31-03-2021		72	14,901
01-04-2015	6,750	31-03-2021		72	4,415
01-07-2015	22,192	31-03-2021		69	13,909
01-09-2015	21,597	31-03-2021		67	13,144
01-12-2015	21,003	31-03-2021		64	12,210
01-04-2016	20,615	31-03-2021		60	11,235
01-01-2021	75,000	31-03-2021		3	2,044
01-04-2021	50,514	--		--	--
	5,51,977				**3,45,497**
01.04.2021	**5,51,977**	31.08.2025		53	**2,65,730**
(Rs.5,51,977/- Principal Amount and Rs.6,11,227/- towards its interest) GRAND TOTAL					**11,63,204**

23. 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.

24. 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. Further, the Principal Amount is determined at Rs.5,51,977/- and interest of Rs.6,11,227/- by applying the rate of interest @10.90% (i.e. SBI's Highest MCLR Rate applicable as on 15.08.2025 is 8.90% + 2%) u/s 18 of the RERD Act, 2016 read with Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. Hence, the promoter is liable to pay a total amount of Rs.11,63,204/- upto 31.08.2025 (i.e. Principal amount of Rs.5,51,977/- and interest of Rs.6,11,227/-), and any amount due as interest w.e.f. 01.09.2025 of Rs.5,014/- per month onwards on the principal of Rs.5,51,977/- till it is paid. Any amount paid by the promoter first 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/reduced principal amount till the whole principal amount is fully paid. Even any payment after reduction in principal amount will be first considered towards interest payment which has become due on the reduced principal, if any.

25. **Further, under the provisions of sub-section(1) of section 36 of the RERD Act, 2016; the promoter is hereby directed not to allot, book, sellor give possession to any third party of the unit/property which was allocated to the complainant(s) till all the payments payable to the complainant of Rs.11,63,204/- upto 31.08.2025 (i.e. principal amount of Rs.5,51,977/- and interest of Rs.6,11,227/-) and subsequent interest amount of Rs.5014/- per month w.e.f. 01.09.2025, if any becoming due is not fully paid to the complainant.** The complainant will have its continuous lien over the said unit till the refund alongwith interest is not fully paid by the promoter to the complainant as determined in this order and/or mentioned in the **Decree Certificate.** The promoter is free to sell the unit in question after duly obtaining the receipt of the due payment from complainant as per this order. Both the promoters i.e. **Estate Officer, Patiala Urban Planning & Development Authority PDA and M/s. Omaxe Ltd.** are held to be jointly & severally liable for payment declared under this order irrespective of their inter-se party agreement/MOU/share in the project.

26. The amount of amount of Rs.11,63,204/- upto 31.08.2025 (i.e. principal amount of Rs.5,51,977/- and interest of Rs.6,11,227/-), as determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016; has become payable by the respondent to the complainant and the respondent is directed to make the payment within 90 days from the date of receipt of this order as per Section 18 of the Real Estate (Regulation & Development) Act, 2016 read with Rules 17 of the Punjab Real Estate (Regulation & Development) Rules, 2017.. The amount of Rs.11,63,204/- determined as refund and interest amount thereon upto 31.08.2025 and further a sum of Rs.5,014/- 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.**

27. **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. Nishant Goyal is held to be Decree Holder and the Respondents i.e. Estate Officer, Patiala Urban Planning & Development Authority PDA and M/s. Omaxe Ltd. as judgment debtor for the purposes of recovery under this order.**

28. No other relief is made out.

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

Chandigarh
Dated: 01.10.2025

(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. Nishant Goyal s/o Sh. Vijay Kumar, R/o House No. 329, Urban Estate, Phase-1, Patiala – 147002.
2. Estate Officer Patiala Urban Planning & Development Authority PDA, PUDA Complex, Urban Estate Phase-II, Patiala, Punjab – 147001
3. M/s. Omaxe Ltd., Omaxe House 7, Behind Kalkaji Post Officer Kalkaji, LSC, New Delhi – 110019.
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.