



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. 0239/2023
2. **Name & Address of the complainant (s)/ Allottee** :-
 1. Sh. Ram Saroop
Ward No. 1, Village Fatehpur,
Post Office Nangran Tehsil Una,
Fatehpur (223), Una, Himachal Pradesh – 174315
 2. Ms. Rita Dhiman,
Village Fatehpur, Post Office Nangran,
Una, Himachal Pradesh – 174315
3. **Name & Address of the respondent (s)/ Promoter** :- Omaxe New Chandigarh Developers Pvt. Ltd.
India Trade Tower, 1st Floor, Baddi,
Kurali Road, New Chandigarh, Mullanpur,
SAS Nagar Punjab – 140901
4. **Date of filing of complaint** :- 05.07.2023
5. **Name of the Project** :- Phase-3, Development of Mega Residential Project,
Omaxe New Chandigarh,
Distt. SAS Nagar (Mohali), Punjab – 140901.
6. **RERA Registration No.** :- PBRERA-SAS80-PR0033
7. **Name of Counsel for the complainant, if any.** :- Mr. Jastaran Chhatwal, Advocate
8. **Name of Counsel for the respondent, if any.** :- Sh. Arjun Sharma, Advocate
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** :- 30.09.2025

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 present complaint dated 05.07.2023 has been filed by Sh. Ram Saroop & Ms. Rita Dhiman (hereinafter referred as the 'Complainants' 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 handover the physical possession of the allotted plot alongwith interest for the delayed period** from M/s. Omaxe New Chandigarh Developers Pvt. Ltd. (hereinafter referred as 'Respondent' for the sake of convenience and brevity) in its project titled "Phase-3 Development of Mega Residential Project", located at Omaxe New Chandigarh, District SAS Nagar (Mohali), Punjab – 140901.

2. The brief gist of the complaint, as alleged by the complainants are that the respondent, Celestia Royal Chandigarh at Omaxe New Chandigarh, SAS Nagar, Punjab, had widely advertised in the year 2017 for the sale of residential units in its project. On the basis of such advertisement, the complainants approached the respondent for the purchase of a residential floor bearing no. CRC/266C1/FIRST/2 in the said project. The total sale consideration of the unit was fixed at ₹87,96,341.02/-, and accordingly, an allotment letter dated 31.07.2017 was executed between the parties. The respondent provided a construction-linked payment plan which was duly accepted by the complainants, and they have paid a total sum of ₹82,99,082.05/- towards the unit in accordance with the said plan, to which complainant had annexed the statement as 'ANNEXURE-B', which is as followed:-

ANNEXURE B

Statement

UID: _____
 Customer ID: CRC/414
 RAM SAROOP & RITA DHIMAN

PROPERTY: CRC/266C1/FIRST/2
 PROPERTY TYPE: "FLOOR"
 PROPERTY AREA: "2450 SFT"
 PROJECT: "Celestia Royal Chandigarh"

May. 23, 2022

COST DETAILS	
BASIC SALES PRICE	7339845.50
PLC	363999.53
ADDITIONAL COST	715000.00
EDC	232759.00
NET AMOUNT PAYABLE	8671595.03
TOTAL AMOUNT DEMANDED	8295116.00
RECEIPT AMOUNT-CLEARED	8275272.53
CREDIT NOTE AMOUNT	23809.52
* RECEIPT AMOUNT (UR)	0.00
CURRENT DUES (INCL. ST/GST)	33.95
INTEREST DUE (INCL. GST)	167183.58
BAL VAT DUE	0.00
PAYMENT PLAN OPTION	CLP

RECEIPT DETAILS

Receipt ID	Receipt Date	Cheque No.	Cheque Date	Customer Bank	Receipt Status	Receipt Head	Receipt Amount	ST/GST	Reversed Details	Receipt Generated On	
1356779	04-MAR-17	PART OF CH 671818	15-FEB-17	UNJAB NATIONAL BANK	CLEARED	BOOKING AMOUNT	287081.34	12915.68	0.00	04-MAR-17	
1356803	26-SEP-17	500874	26-SEP-17	ICICI BANK	CLEARED	PART PAYMENT	830367.31	37388.04	0.00	26-SEP-17	
1356805	26-SEP-17	500874	26-SEP-17	ICICI BANK	CLEARED	PART PAYMENT	8488.98	779.63	0.00	26-SEP-17	
1663611	26-SEP-18	946027	21-SEP-18	ICICI BANK	CLEARED	PART PAYMENT	596556.12	63826.82	0.00	26-SEP-18	
1663811	26-SEP-18	946027	21-SEP-18	ICICI BANK	CLEARED	PART PAYMENT	0.24	0.02	0.00	26-SEP-18	
1667467	17-OCT-18	946150	11-OCT-18	ICICI BANK	CLEARED	CLUB MEMBERSHIP CHARG	73381.29	13208.63	0.00	17-OCT-18	
1667467	17-OCT-18	946150	11-OCT-18	ICICI BANK	CLEARED	PLC	192000.00	34560.00	0.00	17-OCT-18	
1667467	17-OCT-18	946150	11-OCT-18	ICICI BANK	CLEARED	COVERED CAR PARKING	192014.35	23041.73	0.00	17-OCT-18	
1667467	17-OCT-18	946150	11-OCT-18	ICICI BANK	CLEARED	PART PAYMENT	528788.09	63454.56	0.00	17-OCT-18	
1667467	17-OCT-18	946150	11-OCT-18	ICICI BANK	CLEARED	EXTERNAL DEVELOPMENT	115994.49	0.00	0.00	17-OCT-18	
1667467	17-OCT-18	946150	11-OCT-18	ICICI BANK	CLEARED	INTEREST FREE MAINTAIN	10000.00	0.00	0.00	17-OCT-18	
1667467	17-OCT-18	946150	11-OCT-18	ICICI BANK	CLEARED	POWER BACKUP EQUIPME	74804.32	8952.55	0.00	17-OCT-18	
1667467	17-OCT-18	946150	11-OCT-18	ICICI BANK	CLEARED	COVERED CAR PARKING	485.61	58.27	0.00	21-FEB-19	
1688844	21-FEB-19	985593	20-FEB-19	ICICI BANK	CLEARED	CLUB MEMBERSHIP CHARG	618.89	111.36	0.00	21-FEB-19	
1688844	21-FEB-19	985593	20-FEB-19	ICICI BANK	CLEARED	EXTERNAL DEVELOPMENT	390.66	0.00	0.00	21-FEB-19	
1688844	21-FEB-19	985593	20-FEB-19	ICICI BANK	CLEARED	PART PAYMENT	703575.34	84429.04	0.00	21-FEB-19	
1688844	21-FEB-19	985593	20-FEB-19	ICICI BANK	CLEARED	PART PAYMENT	658719.33	27938.57	0.00	28-MAY-19	
1703265	28-MAY-19	958809	27-MAY-19	ICICI BANK	CLEARED	PART PAYMENT	339.20	40.70	0.00	28-MAY-19	
1703265	28-MAY-19	958809	27-MAY-19	ICICI BANK	CLEARED	PLC	191999.53	34569.92	0.00	28-MAY-19	
1703265	28-MAY-19	958809	27-MAY-19	ICICI BANK	CLEARED	COVERED CAR PARKING	200485.53	10024.28	0.00	28-MAY-19	
1703265	28-MAY-19	958809	27-MAY-19	ICICI BANK	CLEARED	EXTERNAL DEVELOPMENT	118375.00	0.00	0.00	28-MAY-19	
1703265	28-MAY-19	958809	27-MAY-19	ICICI BANK	CLEARED	INTEREST FREE MAINTAIN	10000.00	0.00	0.00	28-MAY-19	
1703265	28-MAY-19	958809	27-MAY-19	ICICI BANK	CLEARED	POWER BACKUP EQUIPME	77895.68	3994.78	0.00	28-MAY-19	
1703265	28-MAY-19	958809	27-MAY-19	ICICI BANK	CLEARED	CLUB MEMBERSHIP CHARG	76618.71	13761.37	0.00	28-MAY-19	
1703265	28-MAY-19	958809	27-MAY-19	ICICI BANK	CLEARED	COVERED CAR PARKING	31.64	1.58	0.00	12-SEP-19	
1720132	12-SEP-19	958951	11-SEP-19	ICICI BANK	CLEARED	PART PAYMENT	744927.53	37248.38	0.00	12-SEP-19	
1720132	12-SEP-19	958951	11-SEP-19	ICICI BANK	CLEARED	PART PAYMENT	568718.92	27938.57	0.00	12-SEP-19	
1726132	12-SEP-19	062153	19-DEC-20	ICICI BANK	CLEARED	PART PAYMENT	33.56	1.88	0.00	21-DEC-20	
1777008	21-DEC-20	062153	19-DEC-20	ICICI BANK	CLEARED	PART PAYMENT	819014.06	30950.70	0.00	21-DEC-20	
1777008	21-DEC-20	062153	19-DEC-20	ICICI BANK	CLEARED	PART PAYMENT	125912.36	6295.62	0.00	17-JUN-21	
1803641	17-JUN-21	part of ch 000146	17-JUN-21	ICICI BANK	CLEARED	PART PAYMENT	42.88	1.63	0.00	24-AUG-21	
1814322	24-AUG-21	000103	24-AUG-21	ICICI BANK	CLEARED	PART PAYMENT	286681.63	14284.08	0.00	24-AUG-21	
1814322	24-AUG-21	000103	24-AUG-21	ICICI BANK	CLEARED	PART PAYMENT	107117.93	5355.88	0.00	24-AUG-21	
1814324	24-AUG-21	part of ch 000730	24-AUG-21	ICICI BANK	CLEARED	PART PAYMENT	273037.70	13851.89	0.00	24-AUG-21	
1814324	24-AUG-21	part of ch 000730	24-AUG-21	ICICI BANK	CLEARED	PART PAYMENT	428571.43	21426.57	0.00	08-SEP-21	
1816622	08-SEP-21	000760	08-SEP-21	ICICI BANK	CLEARED	PART PAYMENT	76190.48	3609.52	0.00	08-SEP-21	
1816686	08-SEP-21	ND00106228788	08-SEP-21	ICICI BANK	CLEARED	PART PAYMENT	23809.52	1190.48	0.00	05-OCT-21	
1822682	05-OCT-21	CREDIT NOTE PR 104	05-OCT-21	ICICI BANK	CLEARED	PART PAYMENT	109230.19	5461.51	0.00	21-FEB-22	
1879344	21-FEB-22	000776	21-FEB-22	ICICI BANK	CLEARED	PART PAYMENT					
CLEARED AMOUNT = 8299082.05							VAT REC. = 0.00	MISC RECEIPT = 0.00	TOTAL AMOUNT = 8299082.05	620689.95	0.00

(UR) - Under Realization amount of all receipt type

Receipt Amount is subject to reconciliation/realisation of instrument/chques.

Content of this statement will be considered correct if no error is reported within 15 days.

Bank Detail For RTGS: Cheque Drawn in favour of:- OMAXE CHANDIGARH EXTENSION DEVELOPERS PVT LTD, Bank Name:- INDUSIND BANK, Bank Account No:- 250000140801, IFSC Code:- INDB0005095, SWIFT Code:- NIA. Branch Address:- BAKHAMBRA ROAD BRANCH, NEW DELHI and confirm at payment@omaxe.com. For any query please feel free to contact us at Toll Free No. 18001929064 or write to care@omaxe.com

Note:- Receipt amount is inclusive of credit note adjusted Rs. 23809.52 and service tax amount is inclusive of service tax adjusted thereon for credit note Rs. 23809.52

You are requested to please have your PAN no. updated/verified in our records with a copy of PAN CARD. You may contact us at addresschange@omaxe.com / 1800-192-0064 (toll-free). Kindly ignore if you have already done so.

As per clause 41(a) of the allotment letter, the respondent was obliged to complete the construction and hand over possession of the unit within 42 months from the date of allotment, inclusive of a six-month grace period, which made the due date of possession 31.01.2021. The complainants allege that despite having received almost the entire sale consideration, the respondent failed to complete the construction within the stipulated period. Instead, the respondent issued an offer of possession letter on 25.05.2023, which was delayed by more than three and a half years, and even that offer was made without obtaining the mandatory occupation certificate and completion certificate, thereby rendering the offer illegal and void. The complainants further submit that the construction of the unit is riddled with several deficiencies such as variation in marble flooring, moisture and dampness in the walls due to blockages, gaps between carpentry works and the adjoining walls, blockages in rainwater drainage points, and hairline cracks at various locations where the walls meet the beams. They also state that waterlogging in the balcony has damaged the wooden flooring by causing it to swell, and that the railing installed in the balcony is of such inferior quality that during one inspection, the complainant narrowly escaped an accident when the railing gave way. It has also been highlighted by the complainants that till date the respondent has failed to execute the buyer's agreement, despite repeated requests. Another serious grievance raised is that while the area of the property was originally agreed to be 2450 sq. ft., as reflected in the allotment letter and the respondent's own statement dated 23.05.2022, the possession letter dated 25.05.2023 suddenly mentions the super area as 2720 sq. ft., thereby showing an increase of 270 sq. ft. without the consent of the complainants. On this pretext, the respondent has further demanded an additional amount of ₹9,58,649.80/-, which the complainants allege amounts to clear unfair trade practice. In view of the above facts, the complainants have prayed that the respondent be directed to complete the project in all respects and hand over the lawful physical possession of the allotted unit to them. They have further prayed that the respondent be directed to pay interest on the amounts deposited by them for the entire period of delay till the actual handing over of possession, that the respondent be restrained from charging any illegal holding charges or interest, and that the unit be provided with all fittings and fixtures as assured in the allotment letter. The complainants have also sought any other relief which this Hon'ble Authority may deem just and proper in the circumstances

Amr

of the case. The complainant has asked for the following reliefs in the column 5(A) of the complaint:-

- "A) To complete the project and handover the physical possession of the allotted plot to the complainant.
- B) Respondent be directed to pay interest as prescribed under the Acts and Rules on account of delay in possession from the date of deposit of amount till Handover the possession of Unit.
- C) Respondent be barred from levying any holding charges or any interest which is illegal and wrong.
- D) Respondent be directed to provide the unit along with all the fitting and fixtures as assured during the time of executing the allotment letter.
- E) Any other relief which this Hon'ble Authority deem fit."

3. Notice of the complaint was served upon the respondent who filed a detailed reply in the matter. It was averred that the allegations made in the complaint are wholly wrong, misconceived, and are denied. The complainants had applied to the respondent for allotment of a flat and were accordingly allotted Unit No. CRC/266C1/FIRST/2, having a super area of approximately 2450 sq. ft., in the residential project "Celestia Royal" situated at New Chandigarh, District SAS Nagar, Punjab. Pursuant thereto, an Allotment Letter was executed between the parties on 31.07.2017. The complainants have filed the present complaint primarily on the ground of delay in handing over possession of the said unit. In this regard, it is submitted that in terms of Clause 41(a) and (g) of the Allotment Letter, the development period was 42 months, i.e. 36 months plus 6 months of extended grace period. The RERA has further given 6 months extension to many of the promoters on account of COVID-19. Therefore the due date of possession is 31.07.2021. The occupation certificate for the project was duly obtained on 15.01.2023, and thereafter possession of the unit was offered to the complainants vide letters dated 25.05.2023, 07.06.2023, and 06.07.2023. The complainants have, however, failed to take possession despite repeated offers. The contention of the complainants that possession was offered without obtaining the occupation certificate is false and misleading. It is further submitted that the increase in the area of the unit from 2450 sq. ft. to 2720 sq. ft. is strictly in terms of Clause 16 of the Allotment Letter as well as Section 14 of the Real Estate (Regulation and Development) Act, 2016, which permits the promoter to carry out minor changes and alterations as may be necessary. For ready reference, Clause 16 of the allotment letter is reproduced as under:-



"16. It is understood and agreed by the Allottee(s) that the super area given in the Allotment Letter is tentative and subject to change upon approval of final building plan(s) and/or on completion of construction of

the Project. The final size, location, number, boundaries etc. shall be confirmed on completion of the Project. In case of increase in the super Built-up area of the said Unit, the Allottee(s) shall pay for the initial 10% of increase in area at the rate of Basic Cost of the Unit prevailing as per price list at the time of booking of the said Unit irrespective of any discount offered in the same and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded/ adjusted (as the case may be) by the Company to the Allottee(s)."

The complainants are thus bound to make payment of the additional charges demanded on account of increase in area. The unit in question was allotted under a construction-linked payment plan which required the complainants to make timely payments in accordance with the prescribed schedule. However, it is a matter of record that the complainants defaulted in making timely payments of several installments, thereby causing immense financial losses to the respondent. In terms of Section 19(6) of the RERA Act, every allottee is obligated to make necessary payments in the manner and within the time specified in the agreement, and possession is subject to such compliance. Since the complainants have themselves defaulted in adhering to the payment schedule, they cannot be permitted to raise allegations of delay in possession against the respondent. It is also submitted that under Clause 63 of the Allotment Letter, any dispute between the parties is to be referred to arbitration, and therefore the Hon'ble Authority does not have jurisdiction to adjudicate the present complaint. Detailed objections in this regard have already been taken in the preliminary submissions, which may kindly be read as part and parcel of this reply. In view of the above facts and circumstances, it is respectfully submitted that the complainants are not entitled to any reliefs, much less those claimed in the complaint. The complaint deserves to be dismissed with exemplary costs, and this Hon'ble Authority may be pleased to pass any such other order as may be deemed fit and proper in the facts and circumstances of the case.

Ans 4.

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.

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

6. That representatives for parties addressed arguments on the basis of their submissions made in their respective pleadings as summarised above. I have duly considered the documents filed and written & oral submissions of the parties i.e., complainant and respondents.

7. From the pleadings, oral arguments, and record, the following facts are not in dispute: the complainants were allotted Unit No. CRC/266C1/FIRST/2 in the project *Celestia Royal Chandigarh, Omaxe New Chandigarh* vide allotment letter dated 31.07.2017, at a sale consideration of ₹87,96,341.02/-. The complainants have already deposited a sum of ₹82,99,082/- in terms of the construction-linked plan. The stipulated period of possession, inclusive of grace, expired on 31.01.2021. It is further admitted that the occupation certificate was granted on 15.01.2023 and thereafter possession was formally offered on 25.05.2023. These facts form the admitted foundation of the dispute.

8. From the material on record, it is clear that the possession was contractually due on 31.01.2021. As regards the reliance on COVID-19, the project construction period falls in the COVID-19 period. This Authority extended the period by 6 months for completion of project, therefore the due date of possession after extension comes to **31.07.2021** instead of 31.01.2021 (i.e. **promised date of possession as per Buyer's Agreement**). The Occupation Certificate was obtained only on 15.01.2023 and thereafter possession was formally offered on 25.05.2023, resulting in a delay of almost One year Ten Months. The plea of the respondent regarding default in payment by the complainants is not supported by any contemporaneous demand notices or termination proceedings. Since the construction has been delayed; therefore, as per provisions of Section 18 the complainant is entitled to claim interest in case of non-completion on due date of possession. 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."

Accordingly, the delay is attributable to the respondent and the complainants are held entitled to interest for the period of delay in offer of possession. The preliminary objection as to jurisdiction based on the arbitration clause is untenable in view of the law laid down by the Hon'ble Supreme Court in *Emaar MGF Land Ltd. v. Aftab Singh*, holding that arbitration does not oust the jurisdiction of this Authority under the RERA Act.

9. With regard to the plea of construction deficiencies, though several allegations have been raised by the complainants but without any evidence to substantiate the same. The project, on the other hand has been declared fit for Occupancy as per Occupation Certificate dated 15.01.2023, which carries a statutory presumption of compliance with sanctioned plans and building norms. In the absence of credible evidence, the plea of construction deficiencies is not established. As regards the issue of increase in area, it is noted that neither party has advanced arguments nor is there any relief claimed in this regard; hence, no finding is recorded on this aspect.

10. In view of the above, the complaint deserves to be **Partly Allowed**. The complainant is entitled for delayed interest i.e. 31.07.2021 (i.e. from the due date of possession) to 25.05.2023 (i.e. when the offer of possession was made to the complainant after obtaining Occupancy Certificate) @ 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 complainant is also directed to pay the balance payment to the respondent and take over the possession within one month. The period for payment of interest will be considered from the next month in which the due date of possession till it is validly offered to the allottee by the promoter/respondent to the previous month of the date in which possession has been effectively handed over by the promoter. Therefore, the calculation of delayed interest is calculated as follows:-


Interest payable from	Principal Amount Paid	Interest Calculated till	Rate of Interest as per order	Tenure	Interest Amount
1	2	3	4	5	6
01.08.2021	Rs.82,99,082/-	31.05.2023	10.90%	22 months	16,58,433/-

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 above amount shall be recovered as Land Revenue as provided u/s 40(1) of the RERD Act, 2016. The total amount due towards delayed interest i.e. 31.07.2021 (i.e. from the due date of possession) to 25.05.2023 (i.e. when the offer of possession was made to the complainant after obtaining Occupancy Certificate) is calculated at an amount of Rs.16,58,433/- and the respondent is directed to make the payments within 90 days to the complainants. Further, if any amount is due towards the complainant at the time of offer of possession, first the said payment is payable by the allottee-cum-complainant, it will be adjusted by the promoter as payment received from the interest accrued i.e. payable by the promoter at the time of offer of possession, if any is balance due to non-recovery/payments by the respondent/promoter.

13. The amount of Rs.16,58,433/- upto 31.07.2025 as interest upon the delayed period, 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.16,58,433/- determined as interest upon the delayed period 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.

 14. The Secretary of this Authority is hereby directed to issue a **"Debt Recovery Certificate"** after 90 days for an amount of Rs. 16,58,433/- as delayed interest. He will send the Debt Recovery Certificate to the jurisdictional Deputy Commissioner of the District being 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 "Recovery Certificate" to the Competent Authority for recovery. **Further, Sh. Ram Saroop and Ms. Rita Dhiman is held to be Decree Holder and the Respondent i.e. M/s. Omaxe New Chandigarh Developers Pvt. Ltd. as judgment debtor for the purposes of recovery under this order.**

15. No other relief is made out.


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

Chandigarh
Dated: 30.09.2025


(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. Ram Saroop, Ward No. 1, Village Fatehpur, Post Office Nangran Tehsil Una, Fatehpur (223), Una, Himachal Pradesh – 174315
2. Ms. Rita Dhiman, Village Fatehpur, Post Office Nangran, Una, Himachal Pradesh – 174315
3. Omaxe New Chandigarh Developers Pvt. Ltd., India Trade Tower, 1st Floor, Baddi, Kurali Road, New Chandigarh, Mullanpur, SAS Nagar Punjab – 140901
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.