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. 0430/2024
2.	Name & Address of the complainant (s)/ Allottee	1. Sh. Anil Kumar Sanghi, 2. Ms. Sunita Sanghi (Both at D-2/165, Kaka Nagar, New Delhi – 110003).
3.	Name & Address of the respondent (s)/ Promoter	M/s Omaxe Chandigarh Extension Developers Pvt. Ltd. through Directors, SCO 139-140, 1st Floor, Madhya Marg, Sector 8-C, Chandigarh – 160008.
4.	Date of filing of complaint	12.12.2024
5.	Name of the Project	The Lake, Group Housing, project part of Mega Residential Project at Mullanpur (New Chandigarh Master Plan) in GMADA, Punjab
6.	RERA Registration No.	PBRERA-SAS80-PR0040
7.	Name of Counsel for the complainant, if any.	Sh. Shahnawaz Khan and Sh. Mukim Ahmed, Advocates alongwith complainants in person.
8.	Name of Counsel for the respondents, if any.	Sh. Arjun Sharma and Sh. Sourav, Advocates for the respondents
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	10.11.2025

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 12.12.2024 has been filed by Sh.Anil Kumar Sanghi and Ms. Sunita Sanghi (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 unit alongwith interest for the delayed period** relating to a RERA registered project namely 'The Lake' Group Housing project part of Mega Residential Project at Mullanpur (New Chandigarh Master Plan) in GMADA, Punjab promoted by M/s.Omaxe Chandigarh Extension Developers Pvt. Ltd. (hereinafter referred as the 'Respondents' for the sake of convenience and brevity).

2. The brief gist of the complaint is that:-

i. The complainants, being allottees as defined under Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 (hereinafter "the Act"), were allotted a residential unit bearing No. TLC/CASPEANB/SECOND/201, measuring 1885 sq. ft. (175.12 sq. mtr.), situated in Tower Caspean-B of the project titled *"The Lake"* at Omaxe New Chandigarh, developed by the respondent company.

ii. It is submitted that the booking of the said unit was made vide Customer ID No. TLC/194 and a Buyer's Agreement was executed on 08.09.2015 for a total sale consideration of ₹82,11,488/-, including BSP of ₹66,77,424/-. The complainants have so far paid a sum of ₹76,47,972/- including GST towards the total price of the said unit.

iii. The complainants state that an amount of ₹20,67,459/- was collected by the respondent at the time of booking, which exceeded the permissible 25% limit under Section 6 of the Punjab Apartment and Property Regulation Act, 1995 (PAPRA). Reliance is placed on the decision of the Tamil Nadu RERA in *Sri Bhavani Velivala v. M/s Pagadala Constructions* (Complaint No. 1184 of 2023, decided on 15.10.2024), wherein penalty was imposed for collecting more than 10% without execution of a written agreement for sale.

iv. The complainants further state that subsequent to the execution of the Buyer's Agreement dated 08.09.2015, an Allotment Letter was issued on 21.01.2015 and later, vide request dated 30.11.2016, the name of the original allottee, Mr. Nitish Sanghi, was deleted, and the names of Mrs. Sunita Sanghi and Mr. Anil Kumar Sanghi were endorsed as the allottees. However, despite such endorsement, the respondent company failed to execute a fresh agreement for sale in the names of the complainants, thereby violating Section 13 of the Act.

v. As per Clause 40(a) of the Buyer's Agreement, the possession of the unit was to be delivered within 42 months from the date of agreement, i.e., by 07.03.2019. However, the respondent failed to deliver possession within the stipulated period, resulting in a considerable delay.

vi. The complainants submit that the respondent company, vide letter dated 08.10.2024, purportedly offered possession without obtaining the requisite Occupancy Certificate/Completion Certificate from the competent authority and unilaterally increased the super area from 1885 sq. ft. to 1975 sq. ft. (an increase of 90 sq. ft.) at an additional cost of ₹3,690/- per sq. ft. The said increase was made without prior consent of the allottees, in violation of Section 14(2) of the Act.

vii. It is contended that the respondent also enhanced the Basic Sale Price to ₹69,37,984/- from ₹66,05,884/- and sought to recover the differential amount without any lawful justification. The complainants declined to take possession as the same was offered without OC/CC and without rectification of the aforesaid illegalities.

viii. The complainants submit that despite delay in delivery, the respondent has neither paid delay interest nor refunded the excess amount charged on account of the alleged increase in area. It is further stated that as per records available with RERA Punjab, the carpet area of the unit in Tower Caspean-B is 117.34 sq. mtr. (1263.03 sq. ft.), whereas the respondent charged for super area of 1885 sq. ft., which is contrary to the approved plan and disclosures made at the time of registration.

ix. It is further alleged that the respondent has charged for 712 sq. ft. of excess area (622 sq. ft. + 90 sq. ft.) illegally, thereby collecting an excess amount of ₹30,41,532/- through misrepresentation and without lawful authority.

x. The complainants rely upon the decision of this Authority in *Kanhaiya Lal Kalra v. M/s Omaxe Chandigarh Extension Developers Pvt. Ltd.* (GC No. 0383 of 2023, decided on 01.02.2024), wherein it was held that the variation in the Buyer's Agreement from the standard Form 'Q' is contrary to law and constitutes violation of Section 61 of the Act. They also cite the decision of the Full Bench in *Anuradha Sipehiya v. Citi Centre Developers* (Complaint No. GC/1434/2019), which reiterates that a promoter must develop and complete the project in accordance with sanctioned plans approved by the competent authority.

xi. It is also alleged that the respondent company has mortgaged the entire project to Swamih Investment Fund–I vide letter dated 07.08.2024 without obtaining No Objection Certificates (NOCs) from the allottees, which amounts to contravention of Section 15 of the Act.

xii. The complainants aver that due to the aforesaid acts and omissions, the respondent company has violated Sections 7, 11, 12, 13, 14, 15, 18 and 19 of the Act, and has indulged in unfair trade practices by charging on the basis of super area instead of carpet area and offering possession without lawful completion.

xiii. The complainants, therefore, seek directions against the respondent to:

(a) pay delay interest on the amount of ₹76,47,972/- till actual legal possession is offered with valid OC/CC;

(b) charge only for the actual carpet area of 117.34 sq. mtr. as per RERA records;

(c) refund ₹30,41,532/- illegally charged for excess area;

(d) obtain OC/CC and offer lawful possession and execute conveyance deed;

(e) impose penalty under Section 61 of the Act for violations of Sections 7, 11, and 14; and

(f) pay ₹2,50,000/- as cost of litigation.

3. In response to the same, the respondent filed its reply alleged as under:-

i. The unit in question, Unit No. TLC/CASPEANB/SECOND/201 in the project *"The Lake"*, was booked and allotted under an Allotment Letter dated 08.09.2015, prior to the commencement of the RERA Act, 2016. The retrospective applicability of RERA is therefore limited, and the complaint, premised on pre-RERA agreements, is not maintainable. The allotment rights were subsequently transferred to Mrs. Sunita Sanghi and Mr. Anil Kumar Sanghi via endorsement dated 30.11.2016, which formed an integral part of the original agreement.

ii. The Respondent submits that upon completion of the tower, an Occupation Certificate (OC) was obtained on 26.11.2024. A provisional possession offer dated 08.10.2024 was issued to facilitate interior works and not as legal delivery of possession. Despite repeated requests to take formal possession, the Complainants failed to comply, making them liable for holding charges as per Section 19(10) of the Act. Any claim for delay or interest under Sections 18 or 19 is untenable, as the Complainants themselves defaulted on payments under the construction-linked plan, which affected the project timeline.

iii. The Respondent further states that the alleged increase in the super area from 1885 sq. ft. to 1975 sq. ft. falls within the permissible 5% limit under Rule 8 of the Punjab RERA Rules, 2017, and is expressly allowed under Clause 5 of the Allotment Letter. The pricing methodology based on super area was contractually agreed in Clauses 7 and 8 of the Allotment Letter, and the Complainants cannot now dispute it. The claim for refund of alleged excess charges is baseless, and reliance on carpet area pricing under the Model Agreement is misplaced as it cannot override the binding pre-RERA contract.

iv. The allegations regarding collection beyond 10%, possession without OC, and mortgage without consent are misconceived. The mortgage transaction was lawful and did not affect the rights of the Complainants. The Respondent has fulfilled all obligations and invested substantially in project development. Accordingly, the complaint is an abuse of process, devoid of merit, and is liable to be dismissed with costs, along with any other relief deemed appropriate by the Hon'ble Authority.

4. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint as under:-

i. The Complainants submit that the averments made by the Respondent in its reply are largely denied. The complaint filed under Section 31 of the RERA Act, 2016 read with Rule 36 of the Punjab RERA Rules, 2017, is maintainable as the Complainants fall within the definition of "allottee" under Section 2(d) of the Act. The Respondent has violated its obligations under the Buyer's Agreement dated 08.09.2015 by failing to hand over possession of Unit No. TLC/CASPEAN-B/SECOND/201 within the stipulated date of 07.03.2019 and continues to delay possession in contravention of Sections 11(4)(a), 18, and 19 of the Act.

ii. The Complainants contend that the Respondent's claim of offering possession on 08.10.2024 without OC/CC is improper and that no lawful offer of possession has been made even after issuance of the Occupancy Certificate on 26.11.2024. The Respondent's unilateral increase of super area from 1885 sq. ft. to 1975 sq. ft. and the consequent revision of BSP to Rs. 69,37,984/- without prior consent of the Complainants is illegal under Section 14(2) and established jurisprudence, including Supreme Court rulings and RERA Authority decisions, which mandate that pricing should be based on carpet area and any arbitrary increase in area requires allottee consent.

iii. The Complainants assert that the Respondent has engaged in unfair trade practices, including charging for excess super area of 712 sq. ft., issuing threatening communications to coerce payment, and disregarding the Hon'ble Authority's orders dated 15.04.2025. The Complainants have cleared over 93% of the total consideration and have made repeated requests for lawful possession, including communications during their stay abroad, which the Respondent has deliberately ignored or concealed, reflecting malafide intent.

iv. In view of the foregoing, all allegations in the Respondent's reply are denied, and the Complainants reiterate their entitlement to possession along with delay interest and other reliefs under Sections 18 and 19 of the RERA Act, 2016. The Respondent's actions constitute harassment, non-compliance with statutory obligations, and contempt of the Authority's orders, and the complaint should be allowed in the interest of justice, holding the Respondent accountable for all lapses.

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. 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. It is undisputed that the Complainants booked and were allotted Unit No. TLC/CASPEAN-B/SECOND/201 in Tower Caspean-B, and that the Buyer's Agreement was executed on 08.09.2015 and possession of the unit was to be given within 48 months (i.e. 42 months + 6 months grace period), which comes to 07.09.2019. It is also undisputed that the total consideration was Rs. 82,11,488/- and that the Complainants have made substantial payments exceeding Rs. 76,47,972/-. For ready reference, the payments made by the complainants are reproduced hereunder:-

Sr. No.	Receipt ID	Receipt Date	Cheque No.	Total Receipt In Rs
1.	1100940	12-08-2014	417056	2,50,000.00
2.	1100941	12-08-2014	252225	2,50,000.00
3.	1154755	29-01-2015	417064	3,00,000.00
4.	1154756	29-01-2015	252232	3,00,000.00
5.	1157869	17-02-2015	139002	45,452.08
6.	1157869	17-02-2015	139002	1,34,115.92
7.	1157870	17-02-2015	139001	2,00,000.00
8.	1210773	08-09-2015	669953	1,00,000.00
9.	1210774	08-09-2015	508408	4,87,900.00
10.	1306162	08-08-2016	NEFT	52,095.52
11.	1306162	08-08-2016	NEFT	2,79,125.48
12.	1306164	08-08-2016	NEFT	3,31,221.00
13.	1314257	02-09-2016	NEFT	81,906.31
14.	1314257	02-09-2016	NEFT	2,18,093.69
15.	1314258	02-09-2016	NEFT	86,250.00
16.	1314258	02-09-2016	NEFT	86,250.00
17.	1314258	02-09-2016	NEFT	83,728.52
18.	1314258	02-09-2016	NEFT	43,771.48
19.	1335187	10-11-2016	508415	52,250.00
20.	1335187	10-11-2016	508415	1,49,176.73
21.	1335187	10-11-2016	508415	33,573.27
22.	1335190	10-11-2016	417066	281.33
23.	1335190	10-11-2016	417066	1,99,718.67
24.	1665347	05-10-2018	RTGS	353904.28
25.	1611579	11-12-2017	RTGS	353905
26.	1603737	27-10-2017	RTGS	0.66
27.	1603737	27-10-2017	RTGS	353904.35
28.	1464705	19-06-2017	NEFT	0.66

Sr. No.	Receipt ID	Receipt Date	Cheque No.	Total Receipt in Rs
29.	1464705	19-06-2017	NEFT	348895.4
30.	1464705	19-06-2017	NEFT	239969.73
31.	1464705	19-06-2017	NEFT	119984.21
32.	1372674	23-03-2017	RTGS	348895
33.	1366888	24-02-2017	RTGS	348614.09
34.	1366888	24-02-2017	RTGS	239970.12
35.	1366888	24-02-2017	RTGS	119984.79
36.	1689829	27-02-2019	NEFT	353904.54
37.	1689829	27-02-2019	NEFT	0.45
Total Amount paid before the due date of possession (i.e. 07.09.2019)				**69,46,843.00**
38.	1997310	29-08-2023	9340193	3,50,564.33
39.	2020010	28-11-2023	356699	3,50,564.76
Total Amount paid after the due date of possession (i.e. 07.09.2019)				**7,01,129.00**
GRAND TOTAL (i.e. Rs.69,46,843/- + Rs.7,01,129/-)				**76,47,972.37**

The project is ongoing and has not been handed over to the Complainants as of the date of this order. The offer of possession on 08.10.2024 was made before obtaining the Occupancy Certificate, which is a matter not disputed by the Respondent.

8. The Complainants argued that the Respondent violated contractual and statutory obligations under Sections 11, 14, 18, and 19 of the RERA Act. They contended that only carpet area is recognized under RERA, and charging for super built-up area is illegal. They submitted that delay in possession entitles them to interest and the Respondent's actions amount to unfair trade practice. The Complainants relied on past judicial precedents, including National Commission and Supreme Court rulings, to strengthen their case.

9. The Respondent argued that delays were due to reasons beyond its control, including regulatory and procedural requirements. They contended that the Complainants were partly at fault for delayed payments and that the revision in BSP and super area was justified. The Respondent also claimed that the complaint is not maintainable and that they have not acted in contravention of any statutory provisions.

10. Upon considering the pleadings, documents, and oral submissions, the Authority observes that the Complainants have fulfilled the majority of their payment

obligations, whereas the Respondent has failed to deliver possession within the stipulated timeline.

10.1. The Respondent's unilateral demand for payment based on the increased super area is wholly impermissible under the provisions of the Real Estate (Regulation and Development) Act, 2016. The Act, along with the Model Agreement prescribed under the Punjab RERA Rules, 2017, recognizes only the "carpet area" for the purpose of sale consideration, and does not acknowledge terms such as "super built-up area" or "super area." Any alteration in the dimensions of the unit, or increase in area, must be expressly communicated to and agreed upon by the allottee prior to demand of payment, as mandated under Section 14(2) of the RERA Act. In the present case, the Respondent increased the super area from 1885 sq. ft. to 1975 sq. ft. without obtaining the prior consent of the Complainants, and subsequently raised the BSP, thereby imposing an additional financial burden. The calculation of super area by including common areas or other structures without allottee consent is contrary to the principle of transparency, and the Complainants are entitled to relief from any such demand. Therefore, the Respondent's claim for additional consideration on account of increased super area lacks legal basis and cannot be enforced.

11. In view of the foregoing discussion, Clause 7 of the agreement dated 08.09.2015 states that the price is to be charged on the basis of the super built area and further Annexure 'B' of the agreement is also on the same basis. The agreement has been entered prior to the commencement of the RERD Act, 2016 and is binding over the parties. The concept of 'carpet area' has come after 01.05.2017 and cannot be substituted in the records entered prior to 01.05.2017. Hence, the plea of the complainant, to this point, is rejected.

12. 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."

Accordingly, the delay is attributable to the respondent and the complainants are held entitled to interest for the period of delay.

13. In view of the aforesaid findings and material placed on record, this Bench is of the considered opinion that the complaint deserves to be ***Partly Allowed***. It stands established that the respondent promoter has failed to deliver possession of the unit within the agreed time frame as stipulated in the Buyer's Agreement, i.e., on or before 07.09.2019, thereby violating the provisions of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016. The delay in handing over possession is evident from the fact that the Occupancy Certificate for the project was obtained only on 26.11.2024, much beyond the committed date of possession. It is further observed that except for the email dated 27.06.2025, whereby the respondent intimated the complainants regarding the issuance of the Occupancy Certificate and offered possession of the unit, there is no other credible evidence on record to show that any offer of possession was made by the respondent after obtaining the said certificate. Therefore, the period of delay is to be reckoned from 07.09.2019 (the agreed date of possession) till 27.06.2025 (the date of communication of offer of possession). Accordingly, the complainants are entitled to interest for the delayed period under the provisions of Section 18(1) read with Rule 16 of the Punjab Real Estate (Regulation and Development) Rules, 2017, at the rate prescribed by the Authority, i.e., the State Bank of India's highest Marginal Cost of Lending Rate (MCLR) @ 8.85% + 2%. The interest shall be calculated from 07.09.2019 till 27.06.2025 and shall be payable by the respondent. For ready reference, copies of the Occupancy Certificate dated 26.11.2024 and the email dated 27.06.2025, issued by the respondent intimating the complainants regarding the said certificate and calling upon them to take possession, are annexed herewith as part of the record:-

ANNEXURE R/2
16

ਗਰੇਟਰ ਮੋਹਾਲੀ ਏਰੀਆ ਡਿਵੈਲਪਮੈਂਟ ਅਥਾਰਿਟੀ

FORM-D

SEE RULE-10(2)

PERMISSION FOR OCCUPANCY OR USE OF THE BUILDING

M/S Omaxe New chandigarh Developers Pvt.Ltd
s/d/w/o NA
R/o Omaxe India Trade Tower, Village-Bhoranjian, , M/S Omaxe New chandigarh Developers Pvt.Ltd
s/d/w/o NA
R/o Omaxe India Trade Tower, Village-Bhoranjian, ,

Memo No. GMADA-E.O./ 2024/GMADA/24-25/PIO/5
Dated: 26-Nov-2024

Whereas M/S Omaxe New chandigarh Developers Pvt.Ltd s/d/w/o NA R/o Omaxe India Trade Tower, Village-Bhoranjian, , M/S Omaxe New chandigarh Developers Pvt.Ltd s/d/w/o NA R/o Omaxe India Trade Tower, Village-Bhoranjian, , has given notice of completion of the building described below :-

I hereby :
Grant Permission for the occupation/use of CASPEAN A & CASPEAN B

Description of Building
SAS Nagar
THE LAKE

Group Housing No. Sector : MYSTIC (GH-1),
Site No. : A&B,
Area

Note:- If any dues found to be pending regarding violations at later stage , you will be liable to deposit it.

Estate Officer
Greater Mohali Area Development Authority , SAS Nagar
Estate Officer

Endst. No.GMADA-S.D.O(B)/ 2024 Dated: 26-Nov-2024
A copy of the above is forwarded to the following for information & necessary action please:-
1. D.E.(PH-1) GMADA , SAS Nagar
2. A.E.O.(1,2 & 3) GMADA , SAS Nagar. Dues if any may the recovered from allottee.

Mobile No
78DOOOO847

Estate Officer
Greater Mohali Area Development Authority , SAS Nagar

TRUE COPY

ANNEXURE R/3
17

From: Vishal Chawla vishalchawla@omaxe.com
Subject: Fwd: Kindly send the below mentioned mail to the customer on his registered email address. Client Id - TLC/194/T1
Date: 30 June 2025 at 12:20 PM
To: Arjun Sharma arjun.dhotra@gmail.com

Vishal Chawla
Deputy Manager - LEGAL
7011404048
vishalchawla@omaxe.com
Chandigarh
www.omaxe.com

OMAXE
Follow us at:

---------- Forwarded message ---------

Dear Sir/Madam,

Greetings from OMAXE!!

This is regarding the client ID TLC/194/T1 in our project The Lake, Please be informed that the Occupation Certificate (OC) for the said unit was obtained in November 2024. Subsequent to the receipt of the OC, the Company, on multiple occasions, requested you to take possession of the unit. However, no confirmation has been received from your end till date.

Accordingly, you are once again requested to take possession of the unit in question without further delay.

We look forward to your prompt response and hope for a timely action.

Thanks & Regards,
Customer Relations Chandigarh

---------- Forwarded message ---------

Please be informed that the Occupation Certificate (OC) for the said unit was obtained in November 2024. Subsequent to the receipt of the OC, the Company on multiple occasions, requested you to take possession of the unit. However, no confirmation has been received from your end till date.

Accordingly, you are once again requested to take possession of the unit in question without further delay.

We look forward to your prompt response and hope for a timely action.

Vishal Chawla
Deputy Manager - LEGAL
7011404048
vishalchawla@omaxe.com
Chandigarh
www.omaxe.com

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TRUE COPY
(ADV)

13.1 The period for payment of interest (i.e. 07.09.2019 to 27.06.2025) 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
01.10.2019	69,46,843/-	30.06.2025	10.85%	69 Months	43,33,962.00
01.09.2023	3,50,564/-			22 Months	69,733.00
01.12.2023	3,50,564/-			19 Months	60,224.00
GRAND TOTAL					**44,63,919.00**

14. 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.

15. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the above amount shall be recovered as Land Revenue. The total amount due towards delayed interest for the period from 01.10.2019 (due date for offer of possession) to 27.06.2025 (offer of possession) is Rs.44,63,919/- and the respondent is directed to make the payments within 90 days to the complainants and offer valid offer of possession.

16. The amount of Rs.44,63,919/- 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.44,63,919/- determined as interest upon the delayed period from 01.10.2019 (due date for offer of possession) to 27.06.2025 (offer of possession) 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.**

The promoter is also entitled to claim interest on late payment made by the allottee. The promoter may raise the demand as per the agreement and the allottee upon calculation may make the interest payment accordingly as per the provisions of the RERD 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. Anil Kumar Sanghi & Smt. Sunita Sanghi are held to be Decree Holder and the Respondents i.e. M/s. Omaxe Chandigarh Extension Developers Pvt. Ltd. as judgment debtors for the purposes of recovery under this order.**

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: 10.11.2025

(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. Anil Kumar Sanghi,
2. Ms. Sunita Sanghi
   (Both at D-2/165, Kaka Nagar, New Delhi – 110003).
3. M/s Omaxe Chandigarh Extension Developers Pvt. Ltd. through Directors, SCO 139-140, 1st Floor, Madhya Marg, Sector 8-C, Chandigarh – 160008.
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.