

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB
SCO No. 95-98, Bank Square, P.F.C Building, Sector-17-B, Chandigarh

Subject: -

APPEAL NO. 93 OF 2019

Gurmukh Singh R/o Nikki Mandi, Patti, Tarn Taran, Punjab-143001

...Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue, Amritsar, Punjab-143001.

....Respondent

APPEAL NO. 115 OF 2019

Satwinder Singh S/o Harbans Singh, R/o VPO Sarhali Kalan, Patti Poohla, Tehsil & District Tarn Taran.

...Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue, Amritsar, Punjab-143001.

....Respondent

APPEAL NO. 116 OF 2019

Daljeet Kaur W/o Jagjit Singh R/o Ajnala, Tehsil Ajnala, District Amritsar.

...Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue, Amritsar, Punjab-143001.

....Respondent

APPEAL NO. 117 OF 2019

Harjinder Kaur D/o Gulzar Singh R/o House No. 331, A Block, Ranjit Avenue, Amritsar.

...Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue, Amritsar, Punjab-143001.

....Respondent



APPEAL NO. 118 OF 2019

Channd Kanwar S/o Ravinder Singh R/o A-595, Ranjit Avenue,
Amritsar-143001.

...Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green
Avenue, Amritsar, Punjab-143001.

...Respondent

APPEAL NO. 119 OF 2019

Gurjot Singh Gill S/o Darshan Singh Gill R/o 310-B, Ranjit
Avenue, Amritsar-143001.

...Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green
Avenue, Amritsar, Punjab-143001.

...Respondent

APPEAL NO. 120 OF 2019

Jatinder Kaur W/o Parjeet Singh R/o VPO Kohala, Tehsil Ajnala,
District, Amritsar, Punjab-143109.

...Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green
Avenue, Amritsar, Punjab-143001.

...Respondent

APPEAL NO. 121 OF 2019

Satnam Singh S/o Jassa Singh R/o 34, Lane No. 1, Green City,
Airport Road, Amritsar.

...Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green
Avenue, Amritsar, Punjab-143001.

...Respondent



APPEAL NO. 122 OF 2019

Sukhchain Singh S/o Kashmir Singh R/o 14-A, Guru Amardas Avenue, D-Block, Teacher Lane, Airport Road, District Amritsar-143008.

...Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue, Amritsar, Punjab-143001.

...Respondent

APPEAL NO. 123 OF 2019

Harjot Singh Gill S/o Sukhrajbir Singh R/o E-24, Ranjit Avenue, Amritsar.

...Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue, Amritsar, Punjab-143001.

...Respondent

APPEAL NO. 124 OF 2019

Satnam Singh S/o Gurcharan Singh R/o Plot No.107PF, Shri Guru Ramdas Urban Estate, Amritsar.

...Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue, Amritsar, Punjab-143001.

...Respondent

APPEAL NO. 115 OF 2021

Punjab Urban Development Authority (PUDA), PUDA Bhawan, Green Avenue, Amritsar, Punjab-143001.

...Appellant

Versus

1. Inderjit Chaudhary, House No.A-595, Ranjit Avenue, Amritsar, Punjab-143001.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B, Madhya Marg, Sector-18/A, Chandigarh-160018.

...Respondent



BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,

SAS NAGAR (MOHALI)

Appeal- 92 of 2019

Memo of Parties

Gurmukh Singh resident of Nikki Mandi, Patti, Tarn Taran, Punjab-
143001.

..Applicant/Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green
Avenue, Amritsar, Punjab-143001.

...Respondent



Through Counsel

Akhilesh Vyas
Akhilesh Vyas

Advocate

BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,
SAS NAGAR (MOHALI)

Appeal- 115 of 2019

Memo of Parties

Satwinder Singh son of Harbans Singh, resident of VPO Sarhali
Kalan, Patti Poohla, Tehsil & District Tarn Taran.

.. Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green
Avenue, Amritsar, Punjab-143001.

...Respondent



Through Counsel

Akhilesh Vyas
Akhilesh Vyas

Advocate

BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,
SAS NAGAR (MOHALI)

Appeal- 116 of 2019

Memo of Parties

Daljeet Kaur wife of Jagjit Singh, resident of Ajnala, Tehsil Ajnala,
District Amritsar.

.. Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green
Avenue, Amritsar, Punjab-143001.

...Respondent



Through Counsel


Akhilesh Vyas

Advocate

BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,

SAS NAGAR (MOHALI)

Appeal- 117 of 2019

Memo of Parties

Harjinder Kaur daughter of Gulzar Singh, resident of House No.331,
A Block, Ranjit Avenue, Amritsar.

.. Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green
Avenue, Amritsar, Punjab-143001.

...Respondent



Through Counsel

Akhilesh Vyas
Akhilesh Vyas

Advocate

BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,

SAS NAGAR (MOHALI)

Appeal- 118 of 2019

Memo of Parties

Channd Kanwar son of Ravinder Singh, resident of A-595, Ranjit Avenue, Amritsar-143001.

.. Appellant


Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue, Amritsar, Punjab-143001.

...Respondent



Through Counsel


Akhilesh Vyas

Advocate

1

BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,
SAS NAGAR (MOHALI)

Appeal- 119 of 2019

Memo of Parties

Gurjot Singh Gill son of Darshan Singh gill, resident of 310-B, Ranjit
Avenue, Amritsar-143001.

.. Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green
Avenue, Amritsar, Punjab-143001.

...Respondent



Through Counsel


Akhilesh Vyas

Advocate

1

**BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,
SAS NAGAR (MOHALI)**

Appeal- 120 of 2019

Memo of Parties

Jatinder Kaur wife of Parjeet Singh, resident of VPO Kohala, Tehsil
Ajnala, District Amritsar, Punjab-143109.

.. Appellant

--Versus

Punjab Urban Development Authority, PUDA Bhawan, Green
Avenue, Amritsar, Punjab-143001.

...Respondent



Through Counsel


Akhilesh Vyas

Advocate

1

BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,

SAS NAGAR (MOHALI)

Appeal- 121 of 2019

Memo of Parties

Satnam Singh son of Jassa Singh, resident of 34, Lane No.1, Green
City Airport Road, Amritsar.

.. Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green
Avenue, Amritsar, Punjab-143001.

...Respondent



Through Counsel


Akhilesh Vyas

Advocate

1

BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,

SAS NAGAR (MOHALI)

Appeal- 122 of 2019

Memo of Parties

Sukhchain Singh son of Kashmir Singh, resident of 14-A, Guru amardas Avenue, D-Block, teacher Lane Airport Road, District Amritsar-143008.

.. Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue, Amritsar, Punjab-143001.

...Respondent



Through Counsel


Akhilesh Vyas

Advocate

BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,

SAS NAGAR (MOHALI)

Appeal- 123 of 2019

Memo of Parties

Harjot Singh Gill son of Sukhrajbir Singh, resident of E-24, Ranjit Avenue, Amritsar.

.. Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue, Amritsar, Punjab-143001.

...Respondent



Through Counsel


Akhilesh Vyas

Advocate

BEFORE THE HON'BLE REAL ESTATE APPELLATE TRIBUNAL,
SAS NAGAR (MOHALI)

Appeal- 124 of 2019

Memo of Parties

Satnam Singh son of Gurcharan Singh, resident of Officer Colony, C-
Block, Kothi no.8-B, Ram Tirath Road, Amritsar.

.. Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green
Avenue, Amritsar, Punjab-143001.

...Respondent



Through Counsel

Akhilesh Vyas

Advocate

**BEFORE THE REAL ESTATE APPELLATE, TRIBUNAL,
PUNJAB, SECTOR 17, CHANDIGARH-160017.**

Civil Appeal No. 23 of 2022

MEMO OF PARTIES

Punjab Urban Planning and Development Authority (PUDA),
PUDA Bhawan, GREEN Avenue, Amritsar Punjab-143001.
...Appellant

Versus

1. Avtar Kaur r/o Village Malawali, P.O. S.J.S. Avenue,
Amritsar, Punjab-143001.
2. Real Estate Regulatory Authority, First Floor, Plot No.3,
Block-B, Madhya Marg, Sector-18/A, Chandigarh-160018.
...Respondents

Place: SAS Nagar
Date: 25.12.2021


(Bhupinder Singh)
Advocate
Counsel for the Appellant



- 1 -

BEFORE THE REAL ESTATE APPELLATE, TRIBUNAL,
PUNJAB, SECTOR 17, CHANDIGARH-160017.

Civil Appeal No. 04 of 2021

MEMO OF PARTIES

Punjab Urban Planning and Development Authority (PUDA),
PUDA Bhawan, GREEN Avenue, Amritsar Punjab-143001.

...Appellant

Versus

1. Manjit Singh R/O, #7, Sardar Nagar, Opposite Central Jail,
Ajnala Road, Amritsar, Punjab-143001.

2. Real Estate Regulatory Authority, First Floor, Plot No.3,
Block-B, Madhya Marg, Sector-18/A, Chandigarh-160018.

...Respondents



Place: SAS Nagar

Date: 27/12/2021


(Bhupinder Singh)
Advocate
Counsel for the Appellant

BEFORE THE REAL ESTATE APPELLATE, TRIBUNAL, PUNJAB,
SECTOR 17, CHANDIGARH-160017.

Civil Appeal No. 115 of 2021

MEMO OF PARTIES

Punjab Urban Planning and Development Authority (PUDA), PUDA
Bhawan, GREEN Avenue, Amritsar Punjab-143001.

...Appellant

Versus

1. Inderjit Chaudhary, House No.A-595, Ranjit Avenue, Amritsar,
Punjab-143001.

2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B,
Madhya Marg, Sector-18/A, Chandigarh-160018.

...Respondents



Place: SAS Nagar

Date: 26/10/2021

(Bhupinder Singh)
Advocate

Counsel for the Appellant

**BEFORE THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB
AT CHANDIGARH**

| | |
|--|--|
| APPEAL NO. 93 OF 2019 GURMUKH SINGH VERSUS PUDA | APPEAL NO. 115 OF 2019 SATWINDER SINGH VERSUS PUDA, AMRITSAR, PUNJAB |
| APPEAL NO. 116 OF 2019 DALJEET KAUR VERSUS PUDA, AMRITSAR, PUNJAB | APPEAL NO. 117 OF 2019 HARJINDER KAUR VERSUS PUDA, AMRITSAR, PUNJAB |
| APPEAL NO. 118 OF 2019 CHANND KANWAR VERSUS PUDA, AMRITSAR, PUNJAB | APPEAL NO. 119 OF 2019 GURJOT SINGH GILL VERSUS PUDA, AMRITSAR, PUNJAB |
| APPEAL NO. 120 OF 2019 JATINDER KAUR VERSUS PUDA, AMRITSAR, PUNJAB | APPEAL NO. 121 OF 2019 SATNAM SINGH VERSUS PUDA, AMRITSAR, PUNJAB |
| APPEAL NO. 122 OF 2019 SUKHCHAIN SINGH VERSUS PUDA, AMRITSAR, PUNJAB | APPEAL NO. 123 OF 2019 HARJOT SINGH GILL VERSUS PUDA, AMRITSAR, PUNJAB |
| APPEAL NO. 124 OF 2019 SATNAM SINGH VERSUS PUDA, AMRITSAR, PUNJAB | |
| APPEAL NO. 03 OF 2022 PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY, THROUGH ESTATE OFFICER, PUDA, AMRITSAR VERSUS AVTAR KAUR AND ANOTHER | APPEAL NO. 04 OF 2022 PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY, THROUGH ESTATE OFFICER, PUDA, AMRITSAR VERSUS MANJIT SINGH AND ANOTHER |
| APPLICATION NO. 131 OF 2021 AND APPEAL NO. 115 OF 2021 PUPDA THROUGH ESTATE OFFICER, AMRITSAR PUNJAB-143001 VERSUS INDERJIT CHAUDHARY & ANR. | |



Present: -

Mr. Akhilesh Vyas, Advocate for the allottees (Appeal No. 93 of 2019 and Appeal No. 115 to Appeal No. 124 of 2019) AND (Appeal No. 115 of 2021 and Appeal No. 03 & 04 of 2022).
Mr. Balwinder Singh and Mr. Bhupinder Singh, Advocates for developer (Appeal No. 93 of 2019 and Appeal No. 115 to Appeal No. 124 of 2022) AND (Appeal No. 115 of 2021 and Appeal No. 03 & 04 of 2022).

1. By this order we shall disposed of the following appeals i.e.
Appeal No. 93 of 2019 (Gurmukh Singh Vs. PUDA); Appeal No.; 115 of 2019 (Satwinder Singh Vs. PUDA, Amritsar); Appeal No. 116 of 2019 (Daljeet Kaur Vs. PUDA, Amritsar);

Appeal No. 117 of 2019 (Harjinder Kaur Vs. PUDA, Amritsar); Appeal No. 118 of 2019 (Channd Kanwar Vs. PUDA, Amritsar); Appeal No. 119 of 2019 (Gurjot Singh Gill Vs. PUDA, Amritsar); Appeal No. 120 of 2019 (Jatinder Kaur Vs. PUDA, Amritsar); Appeal No. 121 of 2019 (Satnam Singh Vs. PUDA, Amritsar); Appeal No. 122 of 2019 (Sukhchain Singh Vs. PUDA, Amritsar); Appeal No. 123 of 2019 (Harjot Singh Gill Vs. PUDA, Amritsar); Appeal No. 124 of 2019 (Satnam Singh Vs. PUDA, Amritsar); Appeal No. 115 of 2021 (PUPDA Through Estate Officer, Amritsar Vs. Inderjit Chaudhary and Anr.); Appeal No. 03 of 2022 (PUPDA, Through Estate Officer, Amritsar Vs. Avtar Kaur and Anr) and Appeal No. 04 of 2022 (PUPDA Through Estate Officer, Amritsar Vs. Manjit Singh and Anr.).

2. Eleven of these appeals are directed against similarly worded impugned orders passed by the Real Estate Regulatory Authority, Punjab (hereinafter known as the Authority) on various dates where as Appeal No. 03 of 2022 and 04 of 2022 have been decided by a separate but similar orders and Appeal No. 115 of 2021 has been decided by a separate order.

3. Although on facts regarding each allottee there may be dissimilarities regarding the size of the plot, date of application, allotment, dates of payments etc. however, these



do not alter the essence of the controversy that we propose to deal with and answer in the aforesaid appeals, as it is identical and common to all.

4. For the sake of reference and to be correct to the facts and record we hereby detail below the particulars of the plots and the payments made by each of the allottee(s) in the aforesaid appeals in a tabulated form:-

APPEAL NO.93 OF 2019

| Date of allotment letter | | 22.10.2016 |
|--------------------------|----------------------|---|
| Date of payment | Amount paid (Rs.) | Description of payment |
| 11.01.2016 | 9,00,000/- | Earnest money (10% with application) |
| 23.05.2016 | 16,06,500/- | 15% of the price & 2% Cancer Cess |
| 25.10.2017 | 11,81,250/- | Principal amount of first installment |
| 27.10.2017 | 8,50,500/- | Interest component of first installment |
| 12.12.2017 | 57,15,000/- | Principal amount of final payment |
| 12.12.2017 | 93,205/- | Interest amount of final payment |
| | 1,03,46,455/- | Total |

APPEAL NO.115 OF 2019

| Size of the Plot | | 300 sq. yards |
|--------------------------|--------------------|--|
| Date of allotment letter | | 27.10.2016 |
| Date of payment | Amount paid (Rs.) | Description of payment |
| 08.01.2016 | 5,40,000/- | 10% Earnest money (with application) |
| 26.05.2016 | 8,10,000/- | 15% (within 30 days of Lol) |
| 26.05.2016 | 1,08,000/- | Cancer cess @ 2% |
| 23.12.2016 | 38,47,500/- | 75% in lump sum with 5% rebate thereon |
| | 53,05,500/- | Total |

APPEAL NO.116 OF 2019

| Size of the Plot | | 256.67 sq. yards |
|--------------------------|-------------------|--|
| Date of allotment letter | | 26.12.2016 |
| Date of payment | Amount paid (Rs.) | Description of payment |
| | 4,50,000/- | Earnest money (10% with application) |
| 20.01.2017 | 8,59,786/- | 15% to complete 25% of the plot price + Cancer Cess @ 2% |



| | | |
|------------|--------------------|--|
| 20.02.2017 | 34,56,382/- | 75% in lump sum with 5% rebate thereon |
| | 47,66,168/- | Total |

APPEAL NO.117 OF 2019

| | | |
|---------------------------------|--------------------------|--|
| Size of the Plot | | 256.67 sq. yards |
| Date of allotment letter | | 27.10.2016 |
| Date of payment | Amount paid (Rs.) | Description of payment |
| 08.01.2016 | 4,60,800/- | Earnest money (10% with application) |
| 25.05.2016 | 7,85,410/- | 15% to complete 25% & cancer cess @ 2% |
| 26.12.2016 | 32,91,795/- | 75% in lump sum with 5% rebate thereon |
| | 45,38,005/- | Total |

APPEAL NO.118 OF 2019

| | | |
|---------------------------------|--------------------------|--|
| Size of the Plot | | 500 sq. yards |
| Date of allotment letter | | 27.10.2016 |
| Date of payment | Amount paid (Rs.) | Description of payment |
| 18.12.2015 | 9,00,000/- | Earnest money (10% with application) |
| 25.05.2016 | 15,30,000/- | 15% to complete 25% & cancer cess @ 2% |
| 23.10.2017 | 11,25,000/- | Principal amount of first installment |
| 25.10.2017 | 8,10,000/- | Interest component of first installment |
| 23.04.2018 | 11,25,000/- | Principal amount of second installment |
| 23.04.2018 | 3,37,500/- | Interest component of second installment |
| 10.08.2018 | 43,31,250/- | Principal amount of last four installment as reduced by 5% rebate for payment last three installments in lump sum. |
| 10.08.2018 | 1,88,750/- | Interest amount with said lump sum payment |
| | 1,03,47,500/- | Total |

APPEAL NO.119 OF 2019

| | | |
|---------------------------------|--------------------------|--|
| Size of the Plot | | 256.67 sq. yards |
| Date of allotment letter | | 26.12.2016 |
| Date of payment | Amount paid (Rs.) | Description of payment |
| 10.10.2016 | 4,50,000/- | Earnest money (10% with application) |
| 20.01.2017 | 7,97,416/- | 15% to complete 25% & cancer cess @ 2% |
| 22.02.2017 | 32,91,793/- | 75% in lump sum with 5% rebate thereon |
| | 45,39,209/- | Total |

APPEAL NO.120 OF 2019

| | | |
|---------------------------------|--------------------------|--|
| Size of the Plot | | 200 sq. yards |
| Date of allotment letter | | 27.10.2016 |
| Date of payment | Amount paid (Rs.) | Description of payment |
| 08.01.2016 | 3,60,000/- | Earnest money (10% with application) |
| 25.05.2016 | 6,12,000/- | 15% to complete 25% & cancer cess @ 2% |
| 26.12.2016 | 25,65,000/- | 75% in lump sum with 5% rebate thereon |
| | 35,37,000/- | Total |

APPEAL NO.121 OF 2019

| | | |
|---------------------------------|--------------------------|---|
| Size of the Plot | | 256.67 sq. yards |
| Date of allotment letter | | 26.12.2016 |
| Date of payment | Amount paid (Rs.) | Description of payment |
| 07.10.2016 | 4,50,000/- | Earnest money (10% with application) |
| 23.01.2017 | 7,97,416/- | 15% to complete 25% & cancer cess @ 2% |
| 27.02.2017 | 32,91,793/- | 75% in lump sum with 5% rebate thereon, but without penal interest amounting to Rs. 5,126/- |
| | 45,39,209/- | Total |

APPEAL NO.122 OF 2019

| | | |
|---------------------------------|--------------------------|--|
| Size of the Plot | | 256.67 sq. yards |
| Date of allotment letter | | 26.12.2016 |
| Date of payment | Amount paid (Rs.) | Description of payment |
| 10.10.2016 | 4,50,000/- | Earnest money (10% with application) |
| 19.01.2017 | 7,97,416/- | 15% to complete 25% & cancer cess @ 2% |
| 23.02.2017 | 32,91,793/- | 75% in lump sum with 5% rebate thereon |
| | 45,39,209/- | Total |

APPEAL NO.123 OF 2019

| | | |
|---------------------------------|--------------------------|--|
| Size of the Plot | | 256.67 sq. yards |
| Date of allotment letter | | 26.12.2016 |
| Date of payment | Amount paid (Rs.) | Description of payment |
| 10.10.2016 | 4,50,000/- | Earnest money (10% with application) |
| 24.01.2017 | 7,97,416/- | 15% to complete 25% & cancer cess @ 2% |
| 22.02.2017 | 32,91,793/- | 75% in lump sum with 5% rebate thereon |
| | 45,39,209/- | Total |



APPEAL NO.124 OF 2019

| | | |
|---------------------------------|--------------------------|--|
| Size of the Plot | | 256.67 sq. yards |
| Date of allotment letter | | 26.12.2016 |
| Date of payment | Amount paid (Rs.) | Description of payment |
| 10.10.2016 | 4,50,000/- | Earnest money (10% with application) |
| 23.01.2017 | 8,59,786/- | 15% to complete 25% & cancer cess @ 2% |
| 21.02.2017 | 34,56,528/- | 75% in lump sum with 5% rebate thereon |
| | 47,66,314/- | Total |

APPEAL NO. 115 OF 2021

| | | |
|---------------------------------|--|----------------------------------|
| Size of the Plot | | 500 Sq. yards |
| Date of allotment letter | | 27.10.2016 |
| Date of Payment | | Amount Paid (Rs.) |
| 25.05.2016 | | 16,06,500 |
| 23.10.2017 | | 20,31,750 (11,81,250 + 8,50,500) |
| 24.04.2018 | | 15,35,625 (11,81,250 + 3,54,375) |
| 23.10.2018 | | 11,81,250 |
| 18.04.2019 | | 11,81,191 |
| Total | | 75,36,316 |

APPEAL NO. 03 OF 2022

| | | |
|---------------------------------|--|-------------------------------------|
| Size of the Plot | | 300 Sq. yards |
| Date of allotment letter | | 27.10.2016 |
| Date of Payment | | Amount Paid (Rs.) |
| - | | 34,96,500 (first four installments) |
| Total | | 34,96,500 |

APPEAL NO. 04 OF 2022

| | | |
|---------------------------------|--|--|
| Size of the Plot | | 256.67 Sq. yards |
| Date of allotment letter | | 27.10.2016 |
| Date of Payment | | Amount Paid (Rs.) |
| -- | | 12,47,416 (25% of total amount + 2% cancer cess on total amount) |
| Total | | 12,47,416 |

The facts are being extracted from Appeal No. 115 of 2021(PUPDA through Estate Officer, Amritsar Vs. Inderjit Chaudhary & Anr.).

5. All the aforesaid allottees had aspired for a plot in the project to be developed by the present developer i.e. Punjab Urban Planning and Development Authority, PUDA, Amritsar.
6. Clause 6.1 of the allotment letter envisaged possession and ownership within 90 days i.e. 27.01.2017. In the complaint preferred under Section 31, it was alleged by the allottees that no development works were completed and possession was not handed over to the allottees in terms of the assurance in the allotment letter.
7. Complaint under Section 31 of the Act was thus filed with a prayer that a direction be issued to the developer to hand over possession after completing all the development works; Direction be issued to refund the interest which has been illegally charged from the allottees; the developer be directed to pay interest on the amount as per the statutory provisions of the Act; litigation expenses be awarded to the allottees.
8. The developer who contested the complaint did not deny the delay in offering the possession but attributed it to technical reasons. He stated that no interest is payable on the entire amount paid by the allottee including 25% initial deposit



and the subsequent installments for the reason that the interest on the installments had been waived-of and whether interest received from the allottees had been adjusted against the future installments as per the decision of the Government. In this regard reference was made to the order of the Chief Administrator, PUDA who while complying with the directions of the Hon'ble High Court in Civil Writ Petitioner No. 9989 of 2018 given on 24.04.2018 and Civil Writ Petition No. 4108 of 2016 decided as follows:-

**7. In compliance of the aforesaid directions, passed by the Hon'ble High Court, a meeting was held on 02.01.2017 under the Chairmanship of Additional Chief Secretary (Development), Government of Punjab and the following decision was taken with regard to allotment of sites through draw of lots as per Para No.3 of proceedings of the meeting, which is reproduced below:-*

3. In case the site is to be sold through draw of lots of the inviting application from public the following policy must be followed:-

- (i) Application must be invited only when the land is free from all encumbrances.*
- (ii) After the receipt of application with 10% of the sale process, the draw of lots will be held by the Authority/Deptt. In such cases after payment of 25% of the condition price, the LOI/Allotment letter will be issued to the successful applicant and no interest must be charged till the possession of that plot is given to the Allottees.*



- (iii) *No possession in such cases must be given allottee until and unless all the basic amenities i.e. water supply, sewerage, Roads, parking etc wherever required is made.*
- (iv) *The department Authority will duty bound to complete all the development works at site in shortest period possible not extending more than 18 months. In case of 18 months is elapsed and the possession is not handed over to the allottees, simple interest which of 12% will be provided to the allottee on the 25% amount which has been deposited by the allottee with the Authority/ Deptt."*

9. The developer claimed that in terms of the aforesaid speaking order no interest was charged from the allottee and an amount of Rs.11,59,816/- (in the case of Inderjeet Chaudhary) was adjusted against future installments vide order dated 21.11.2019. It was also conceded that decision of the Empowered Committee envisaged grant of 12% of the interest on 25% of the amount by the allottee in case the possession is not handed over within 18 months.



10. The Authority after viewing the entire matter concluded as follows:-

- (i) It acknowledged that as per the allotment letter dated 27.10.2016 possession was to be offered within 90 days after the issuance of allotment letter i.e. 27.01.2017.

- (ii) An amount of Rs.11,59,816/- was adjusted by the developer towards the next installment to be paid by the allottee on account of interest already received.
- (iii) The developer has already waived-of interest chargeable from the allottees as decided by the Empowered Committee.
- (iv) The Empowered Committee also decided to grant 12% simple interest on 25% of the amount deposited by the allottees. After taking into consideration all these factors granted the following reliefs:-
- (a) The allottees were entitled to simple interest @ 12% on the 25% amount which had been deposited by them as per Empowered Committee's decision contained in paragraph 7 (3) (iv).
- (b) As per paragraph 7 (ii) of the very same decision no interest was to be charged from the allottees till the possession of the plot was given to them.
- (c) The allottees were held entitled to statutory interest in terms of Section 18(1) proviso 2 read with Rule 16 of the Punjab State Real Estate (Regulation and Development) Rules, 2017 w.e.f. 28.01.2017 till the date of the passing of the order and this amount was directed to be paid within 60 days.



(d) The developer was further directed to pay interest in terms of Section 18(1) read with rules as per the State Bank of India's highest marginal cost of lending rate + 2% as prevailing from time to time from the date of the order till the date of offer of possession to be adjusted towards the final demand notice at the time of offer of possession.

11. There are certain appeals in which the Authority has not passed a detailed reasoned order but merely disposed of the appeals on the strength of the decision of the Empowered Committee. These appeals are mentioned herebelow:

1. Appeal No. 93 of 2019; Gurmukh Singh Vs. PUDA
2. Appeal No. 124 of 2019; Satman Singh Vs. PUDA
3. Appeal No. 121 of 2019; Satnam Singh Vs. PUDA
4. Appeal No. 117 of 2019; Harjinder Kaur Vs. PUDA
5. Appeal No. 116 of 2019; Daljeet Kaur Vs. PUDA
6. Appeal No. 115 of 2019; Satwinder Singh Vs. PUDA

12. It is to be noted that facts which have been taken from the case of Injderjit Chaudhary make a reference to the decision rendered in Gurmukh Singh (Appeal No. 93 of 2019), even though no substantive reasons have been given by the Authority in Gurmukh Singh's case except to place reliance on the decision of the Empowered Committee (supra). Thus it makes no substantive distinction to the main controversy. Likewise the following appeals also make reference to the case of Gurmukh Singh i.e. Appeal No. 123 of 2019 (Harjot Singh Gill Vs. PUDA, Amritsar); Appeal No. 122 of 2019



(Sukhchain Singh Vs PUDA, Amritsar); Appeal No. 118 of 2019 (Channd Kanwar Vs. PUDA, Amritsar); Appeal No. 119 of 2019 (Gurjot Singh Gill Vs. PUDA, Amritsar).

Note: (*Facts have been taken from the impugned order of the Authority passed in Inderjit Chaudhary & Anr. VS PUPDA through Estate Office, Amritsar is the subject matter of challenge in Appeal No. 115 of 2021*)

REASONING

13. The sum and substance in conclusion from the facts and impugned orders in each case is that in all these complaints which are subject matter of appeal the allottee's grievance was decided solely on the basis of Empowered Committee of PUDA and is thus a common thread which runs through all the aforestated matters.
14. The only distinction between the orders passed in Inderjit Chaudhary's case from where the main facts have been extracted is that it deals with the decision of the Empowered Committee, the complaint of the allottees, the stand of the PUDA in-extenso but is still decided on the basis of the Empowered Committee decision and therefore it will not make any vital distinction to our decision making through a common order. To be true to the record since there is a slight variation in the language used by the Authority in the relief clause, we deem it appropriate to extract the same from Inderjit Chaudhary's case (Appeal No. 115 of 2021) wherein the relief awarded to the allottee has been set out more elaborately:



In view of the above the following is ordered:-

1. The complainants shall be entitled to a simple interest @ 12% on the 25% amount which has been deposited by the allottees with the respondent as per the decision dated 20.09.2018 of the Chief Administrator, PUDA, SAS Nagar in this regard. This rate of interest shall be independent of the rate of interest as prescribed under the Real Estate (Regulation & Development) Act, 2016, since this is a decision taken by the competent authority as a consequence of the directions of the Hon'ble Punjab and Haryana High Court vide order dated 24.04.2018 in CWP No. 9989 of 2018 titled Jaswant Singh and Ors. Vs. State of Punjab and Ors. as per para 7(3)(iv).
2. As per Para 7(3)(ii) no interest shall be charged by the respondent from the allottees till the possession of the plot is given to the allottees.
3. As provided in Section 18(1) proviso two of the Real Estate (Regulation and Development) Act, 2016 read with Rule 16 of the Punjab State Real Estate (Regulation and Development) Rules, 2017 the respondent shall pay interest, w.e.f 28.01.2017 i.e. the date by which possession was promised to be offered, as per the State Bank of India highest marginal cost of landing rate + 2% as prevailing from time to time, till the date of this order on the amount paid by the complainant. This amount shall be paid within 60 days of this order.
4. In the second part, as provided in Section 18(1) para two of the Real Estate (Regulation and Development) Rules, 2017 the respondent shall pay interest as per State Bank of India highest marginal cost of landing rate + 2% as prevailing from time to time, to the complainant from the date after the date of this order, till the date of offer of possession of the flat to the complainant. The same shall be adjusted towards the final demand notice at the time of offer of possession.



ORDER

15. After hearing the learned counsel for the parties we are of the opinion that insofar as the reliance by the Authority on the decision of the Empowered Committee is concerned, it cannot be sustained for the reason that we have already observed disapprovingly qua this very decision of the Empowered Committee in Appeal Nos. 230 of 2020 and 231 of 2020 decided on 21.012.2021 where the Authority had reasoned on its basis to decline interference in the complaints. We had observed in that order that the decision of the Empowered Committee resulted from some directions given by the Hon'ble High Court in a matter which had no relevance to the controversy raised under the RERA Act. In any case the complainant approaching the Authority and invoking its powers under the Act cannot be divested or deprived of the reliefs envisaged under the Act as a substitution to any administrative decision.

16. Real Estate Regulatory Act and the Rules thereunder are intended to protect the interest of the allottees and being a beneficial legislation its benefits cannot be relegated to insignificance or made redundant by any decision in the exercise of administrative functions by the developer or its authorities.



17. We had therefore categorically held that such a decision of the Empowered Committee cannot be made the basis to cut or undermine reliefs claimed by an aggrieved complainant/allottee under the RERA Act. If that be so then the very foundation of the impugned orders would be unsustainable and they thus deserve to be set aside. We order accordingly.
18. Reverting back to the facts of the case we now evaluate the grievance of the allottee as raised by him in his complaint for a relief in terms of the statutory provisions.
19. All the allottees have stated in their complaint that they had aspired for a plot in the project being developed by the PUDA in Amritsar and the allotment letter issued to each of them envisaged possession within 90 days as per a stipulation in the letter itself. Concededly, at the time of the filing of the complaint or even at the time of making submissions before us in the appeal the possession of the plots had not been given to the allottees as the development was deficient.
20. In the wake of such an admitted scenario the developer cannot escape the consequences of the Act and would thus be liable for consequences envisaged in Section 18(1) of the Act. The allottees have prayed for the grant of interest on account of delayed possession which cannot thus be denied to them.



21. Accordingly we hold them entitled to the benefit of Section 18(1) of the Act and Rule 16 of the Punjab State Real Estate (Regulation and Development) Rules, 2017. The appeals of the allottees thus deserve to be accepted and while allowing them we hold them entitled to the following reliefs:-

- (i) All the allottees shall be entitled to interest at the statutory rate envisaged under Section 18(1) and Rules framed thereunder from the date when the amount was paid by them till the date of its realization. It is quite possible and in all likelihood that the amount might have been paid in different stages as per the schedule in the case of some of the allottees. Therefore the interest component would require to be worked out in terms of the payments made at a particular point of time till the time possession is offered to them.
- (ii) Since the developer has already afforded the benefit of interest in terms of Empowered Committee's decision, the benefit of interest so given to the allottees shall be subject to adjustment while granting the relief under clause (i) in the forgoing para above.

22. Wherever the allottee has not paid the installments due, he/she shall be bound to the schedule of payment which itself envisages the levy of interest and this shall be taken into account at the time of final payments to be made. No



penal interest however, shall be attracted since the developer has also failed in its duty to deliver possession. The statutory benefit in these cases also shall commence from the promised date of possession till the time physical possession is handed over and the adjustment of interest shall be made at that point of time in these cases.

Files be consigned to the record room.



Sd/-
JUSTICE MAHESH GROVER (RETD.)
CHAIRMAN

Sd/-
S.K. GARG, D & S. JUDGE (RETD.)
MEMBER (JUDICIAL)

My judgement is appended on page 18 to
ER. ASHOK KUMAR GARG, C.E. (RETD.) *62*
MEMBER (ADMINISTRATIVE/TECHNICAL) *Sd/-*

December 21, 2022
DS

Certified To Be True Copy

Shamant Kaur
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh

01/02/2023

Appeals No. 93 & 115 to 124 of 2019 to Appeal No. 115 of 2021 and
Appeals No. 3 & 4 of 2022

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**BEFORE THE REAL ESTATE APPELLATE TRIBUNAL,
PUNJAB AT CHANDIGARH**

APPEAL NO. 93 OF 2019

Gurmukh Singh resident of Nikki Mandi, Patti, Tarn Taran, Punjab-
143001

.....Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue,
Amritsar, Punjab-143001.

....Respondent

APPEAL NO. 115 OF 2019

Satwinder Singh son of Harbans Singh, resident of VPO Sarhali Kalan,
Patti Poohla, Tehsil & District Tarn Taran.

.....Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue,
Amritsar, Punjab-143001

....Respondent

APPEAL NO. 116 OF 2019

Daljeet Kaur wife of Jagjit Singh, resident of Ajnala, Tehsil Ajnala,
District Amritsar.

.....Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue,
Amritsar, Punjab-143001

....Respondent

APPEAL NO. 117 OF 2019

Harjinder Kaur daughter of Gulzar Singh, resident of House No.331, A
Block, Ranjit Avenue, Amritsar

.....Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue,
Amritsar, Punjab-143001

....Respondent

APPEAL NO. 118 OF 2019

Channd Kanwar son of Ravinder Singh, resident of A-595, Ranjit
Avenue, Amritsar-143001

.....Appellant

Versus



**Appeals No. 93 & 115 to 124 of 2019 to Appeal No. 115 of 2021 and
Appeals No. 3 & 4 of 2022**

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Punjab Urban Development Authority, PUDA Bhawan, Green Avenue,
Amritsar, Punjab-143001

....Respondent

APPEAL NO. 119 OF 2019

Gurjot Singh Gill son of Darshan Singh Gill, resident of 310-B, Ranjit
Avenue, Amritsar-143001

.....Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue,
Amritsar, Punjab-143001

....Respondent

APPEAL NO. 120 OF 2019

Jatinder Kaur wife of Parjeet Singh, resident of VPO Kohala, Tehsil
Ajnala, District Amritsar, Punjab-143109.

.....Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue,
Amritsar, Punjab-143001

....Respondent

APPEAL NO. 121 OF 2019

Satnam Singh son of Jassa Singh, resident of 34, Lane No. 1, Green City
Airport Road Amritsar.

.....Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue,
Amritsar, Punjab-143001

....Respondent

APPEAL NO. 122 OF 2019

Sukhchain Singh son of Kashmir Singh, resident of 14-A, Guru amardas
Avenue, D-Block, teacher Lane Airport Road, District Amritsar-143008.

.....Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue,
Amritsar, Punjab-143001

....Respondent

APPEAL NO. 123 OF 2019

Harjot Singh Gill son of Sukhrajbir Singh, resident of E-24, Ranjit
Avenue, Amritsar.

.....Appellant

Versus



**Appeals No. 93 & 115 to 124 of 2019 to Appeal No. 115 of 2021 and
Appeals No. 3 & 4 of 2022**

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Punjab Urban Development Authority, PUDA Bhawan, Green Avenue,
Amritsar, Punjab-143001

....Respondent

APPEAL NO. 124 OF 2019

Satnam Singh son of Gurcharan Singh, resident of Plot No.107PF, Shri
Guru Ramdas Urban Estate, Amritsar.

.....Appellant

Versus

Punjab Urban Development Authority, PUDA Bhawan, Green Avenue,
Amritsar, Punjab-143001

....Respondent

APPEAL NO. 115 OF 2021

Punjab Urban Planning and Development Authority (PUDA), PUDA
Bhawan, GREEN Avenue, Amritsar, Punjab-143001

.....Appellant

Versus

1. Inderjit Chaudhary, House No.A-595, Ranjit Avenue, Amritsar,
Punjab-143001
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B,
Madhya Marg, Sector-18/A, Chandigarh-160018

....Respondents

APPEAL NO. 3 OF 2022

Punjab Urban Planning and Development Authority (PUDA), PUDA
Bhawan, GREEN Avenue, Amritsar, Punjab-143001

.....Appellant

Versus

1. Avtar Kaur r/o Village Malawali, P.O. S.J.S. Avenue, Amritsar,
Punjab-143001
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B,
Madhya Marg, Sector-18/A, Chandigarh-160018

....Respondents

APPEAL NO. 4 OF 2022

Punjab Urban Planning and Development Authority (PUDA), PUDA
Bhawan, GREEN Avenue, Amritsar, Punjab-143001

.....Appellant

Versus

1. Manjit Singh R/O, #7, Sardar Nagar, Opposite Central Jail, Ajnala
Road, Amritsar, Punjab-143001
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B,
Madhya Marg, Sector-18/A, Chandigarh-160018

....Respondents



Appeals No. 93 & 115 to 124 of 2019 to Appeal No. 115 of 2021 and
Appeals No. 3 & 4 of 2022

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Present: Mr. Akhilesh Vyas, Advocate for the allottee(s)/complainant(s) in all the appeals.
Mr. Balwinder Singh and Mr. Bhupinder Singh, Advocates for the promoter in all the appeals.

QUORUM: JUSTICE MAHESH GROVER (RETD.), CHAIRMAN
SH. S.K. GARG, DISTT. & SESSIONS JUDGE (RETD.),
MEMBER (JUDICIAL)
ER. ASHOK KUMAR GARG, CHIEF ENGINEER
(RETD.), MEMBER (ADMN./ TECH.)

JUDGMENT: (ER. ASHOK KUMAR GARG, CHIEF ENGINEER
(RETD.), MEMBER (ADMIN./TECH.) – His View)

1. By this common order, I shall dispose of above mentioned fourteen appeals bearing Appeal No. 93 of 2019 (**Gurmukh Singh versus Punjab Urban Development Authority, Amritsar**), Appeal No. 115 of 2019 (**Satwinder Singh versus Punjab Urban Development Authority, Amritsar**), Appeal No. 116 of 2019 (**Daljit Kaur versus Punjab Urban Development Authority, Amritsar**), Appeal No. 117 of 2019 (**Harjinder Kaur versus Punjab Urban Development Authority, Amritsar**), Appeal No. 118 of 2019 (**Channd Kanwar versus Punjab Urban Development Authority, Amritsar**), Appeal No. 119 of 2019 (**Gurjot Singh Gill versus Punjab Urban Development Authority, Amritsar**), Appeal No. 120 of 2019 (**Jatinder Kaur versus Punjab Urban Development Authority, Amritsar**), Appeal No. 121 of 2019 (**Satnam Singh son of Jassa Singh versus Punjab Urban Development Authority, Amritsar**), Appeal No. 122 of 2019 (**Sukhchain Singh versus Punjab Urban Development Authority, Amritsar**), Appeal No. 123 of 2019 (**Harjot Singh Gill versus Punjab Urban Development**



Appeals No. 93 & 115 to 124 of 2019 to Appeal No. 115 of 2021 and Appeals No. 3 & 4 of 2022

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Authority, Amritsar), Appeal No. 124 of 2019 (Satnam Singh son of Gurcharan Singh versus Punjab Urban Development Authority, Amritsar), Appeal No. 115 of 2021 (Punjab Urban Planning and Development Authority, Amritsar versus Inderjit Chaudhary and another), Appeal No. 3 of 2022 (Punjab Urban Planning and Development Authority, Amritsar versus Avtar Kaur and another) and Appeal No. 4 of 2022 (Punjab Urban Planning and Development Authority, Amritsar versus Manjit Singh and another) filed by the various allottees of the same project against fourteen separate orders dated 09.07.2019, 20.09.2019, 20.09.2019, 20.09.2019, 20.09.2019, 20.09.2019, 20.09.2019, 20.09.2019, 20.09.2019, 20.09.2019, 20.09.2019, 07.09.2020, 21.05.2021 and 21.05.2021, out of which first twelve are passed by Sh. Sanjiv Gupta, Member of the Real Estate Regulatory Authority Punjab (*hereinafter referred to as the Authority*) and last two by the Authority with dissent of one of its three members, in fourteen complaints bearing GC No. 10632018, 13262019, 13362019, 13282019, 13372019, 13272019, 13302019, 13312019, 13292019, 13452019, 13252019, 14032019, 15922020 and 15892020 filed on 21.11.2018, 01.07.2019, 08.07.2019, 01.07.2019, 09.07.2019, 01.07.2019, 01.07.2019, 01/17.07.2019, 01.07.2019, 17.07.2019, 01.07.2019, 24.09.2019, 20.04.2020 and 20.04.2020 respectively.

2. All these fourteen appeals arise from the complaints pertaining to same project namely 'Guru Ram Das Urban Estate, Airport Road, Jail Site Amritsar' and similar allotment letters for allotment of residential plots were issued by the promoter to the allottees pursuant to their applications. Therefore, common judgment is hereby being given in these fourteen appeals.



FIRST CASE (APPEAL NO. 93 OF 2019):

3. In this case, relating to Appeal No. 93 of 2019 (**Gurmukh Singh versus Punjab Urban Development Authority, Amritsar**), the appellant (*hereinafter may also be referred to as the allottee or the complainant or the buyer*) has filed his aforesaid appeal against Punjab Urban Planning and Development Authority (*the respondent, hereinafter may also be referred to as the promoter*), thereby impugning the order dated 09.07.2019 of the Authority in his complaint; and later on, vide his Application No. 268 of 2021, the appellant placed on record his written arguments before this Tribunal and vide diary No. 274 dated 02.05.2022 a copy of the letter No. 5396 dated 27.04.2022 of the Amritsar Development Authority. However, the copies of the complaint (except its first page), reply thereto, replication, if any, brochure, letter of intent, transfer documents, allotment letter along with amendment(s) thereof, etc have not been placed on record before this Tribunal.
4. The appellant has filed a complaint bearing GC No. 10632018 on 21.11.2018 before the Authority in Form 'M' under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (*hereinafter referred to as the Act*) and Rule 36(1) of the Punjab State Real Estate (Regulation and Development) Act, 2017 (*hereinafter referred to as the Rules*). However, only first page of the complaint, as a part of the impugned order dated 09.07.2019, has been placed on record before this Tribunal.
5. The facts of the case, as mentioned by the appellant in his appeal, inter alia are that (i) Plot No. 482(PF) in Guru Ram Das Urban Estate, Amritsar was given to one Sh. Dinesh Kumar through draw of lots held on 09.03.2016; (ii) that plot was transferred in the



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Appeals No. 3 & 4 of 2022

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appellant's name through letter dated 27.05.2016 upon payment of transfer fee; (iii) that as per clause 6(i) of the allotment letter dated 22.10.2016, possession of the plot was to be handed over within 90 days of its issuance i.e. by 22.01.2017; (iv) that the schedule of payment mentioned in the allotment letter dated 22.10.2016 was rectified vide letter dated 17.02.2017; (v) that first installment was due on 27.10.2017; (vi) that 25% of payment had already been made; (vii) that it was promised in the information brochure that possession will be given on 25% of payment; (viii) that handing over of possession was not imminent as no development work was initiated; (ix) that the appellant, vide letter dated 06.09.2017, requested the respondent to waive off interest but no response was elicited; (x) that the appellant paid first installment including interest component and on 12.12.2017 made full payment; (xi) that meanwhile, the respondent changed sanctioned plan of site and in that the appellant's plot has been changed; (xii) that the appellant bought plot No. 482 in retail market for its locational advantage; (xiii) that the appellant filed his complaint dated 21.11.2018 and sought refund of interest charged by the respondent, payment of interest on the amount paid to the respondent and restoration of his original plot.

6. The appellant has claimed to have paid the entire consideration of the plot as under:-

| Date of payment | Amount paid (Rs.) | Description of payment |
|-----------------|----------------------|---|
| 11.01.2016 | 9,00,000/- | Earnest money (10% with application) |
| 23.05.2016 | 16,06,500/- | 15% of the price & 2% Cancer Cess |
| 25.10.2017 | 11,81,250/- | Principal amount of first installment |
| 27.10.2017 | 8,50,500/- | Interest component of first installment |
| 12.12.2017 | 57,15,000/- | Principal amount of final payment |
| 12.12.2017 | 93,205/- | Interest amount of final payment |
| | 1,03,46,455/- | Total |

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Appeals No. 3 & 4 of 2022

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7. The order dated 09.07.2019 of the Authority in the complaint bearing GC No. 10632018 filed on 21.11.2018, out of which the present appeal bearing Appeal No. 93 of 2019 has arisen, reads as under:-

"The counsel for the complainant placed on record his written submissions in response to a copy of decision of 49th meeting of Empowered Committee (OUVGL) of PUDA submitted on the last date of hearing. The counsel to the complainant reiterated the various reliefs sought by him which primarily pertains to the possession of plot and refund of interest already paid by him alongwith payment of interest on account of delay in giving possession.

Various issues raised by the complainant have been fully addressed by way of decision taken in the 49th meeting of the Empowered Committee (OUVGL) in which decisions regarding payment of interest, refund of interest paid by the allottees and also a specific provision for payment of 7% interest after adjusting 5% rebate given to the allottees, who had paid lump-sum 75% payment amount at the time of allotment was taken.

In view of the decision of the Empowered Committee of PUDA, the complaint is disposed off, without prejudice to the merits of the case. File be consigned to record room and copy of order be provided, free of cost, to both the complainant and the respondent. The complainant shall be free to file a fresh complaint, in case the respondent fails to comply with the decisions of the Empowered Committee.

However, in respect of actual calculation of the interest payable, the complainant shall approach the Competent Authority of PUDA. In case of any grievance he shall follow the laid-down procedure, before coming to this Authority for its redressal."

8. Aggrieved by the aforementioned order dated 09.07.2019 of the Authority, the allottee filed his appeal on 09.10.2019 before this Tribunal, therein mainly seeking the reliefs of payment of interest



Appeals No. 93 & 115 to 124 of 2019 to Appeal No. 115 of 2021 and
Appeals No. 3 & 4 of 2022

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@ 12% on the full amount paid by him from the date of its payment till getting possession of the plot.

9. The respondent has filed on 15.10.2020 its written submissions dated 18.06.2020 in Appeal No. 124 of 2019 (**Supra**), which is stated to be common for Appeals No. 93 and 115 to 124 of 2019 (**Supra**), and has inter alia contended therein as well as during the arguments before this Tribunal (i) that the decision taken by the Empowered Committee of the State of Punjab in its meeting held on 15.05.2019 to give certain reliefs to the allottees of the scheme due to non-handing over of the possession of the plots is still in force; (ii) that a cheque dated 14.11.2019 for Rs. 3,31,525/- (after deducting an amount of Rs. 37,406/- as TDS out of an amount of Rs. 3,68,931/- towards interest up to 31.08.2019 @ 7% for plot No. 61 measuring 256.67 square yards allotted in the name of Sh. Satnam Singh s/o Sh. Jassa Singh) as per decision of aforementioned Empowered Committee, had been received by aforementioned appellant (Annexure R/2); (iii) that the appellant is claiming second/dual benefit of interest as per Section 18(1) of the Act in addition to the reliefs to the appellant as per decisions taken by the Empowered Committee.



10. In the grounds of his appeal, the appellant has inter alia contended (i) that in other orders of similar nature, the Authority has sanctioned 12% interest as per decision taken by 49th meeting of the Empowered Committee (OUVGL); (ii) that the Authority has not specified as to on what amount and from which date interest of 7% ordered by the Authority is to be paid.

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Appeals No. 3 & 4 of 2022

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11. The appellant, vide Application No. 268 of 2021 has filed his written arguments in Appeal No. 93 of 2019, whereby the contentions taken in the appeal have been reiterated.
12. This Tribunal, vide its common order dated 21.04.2022 in Appeals No. 93 & 115 to 124 of 2019 and Appeals No. 3 & 4 of 2022, inter alia noticed that in the present dispute centring around interest component, the respondent should have followed the principal laid down by this Tribunal in Appeal No. 230 of 2020 titled as **'Inderjeet Mohan Kaur versus the Chief Administrator, GMADA**; and the respondent stated that the possession of plots shall be handed over to the appellants within a period of one week from that day. However, on the next date of hearing i.e. on 02.05.2022, an unsatisfactory communication dated 27.04.2022 of the respondent to the appellant blaming the appellants was taken on record and without commenting on the same any further, this Tribunal directed that the possession be given to the appellants without insisting on any pre-condition. However, in view of conflicting stand of the parties regarding possession, this Tribunal made it clear vide its order dated 19.05.2022 that the appellants shall report to the respondent on 25.05.2022 at 11:00 AM and the respondent shall enable the possession to the appellants.
13. In the absence of placing of relevant documents of this case on record before this Tribunal as mentioned in one of the foregoing paragraphs, let us examine other cases before taking any decision in this case.

SECOND CASE (APPEAL NO. 115 OF 2019):

14. In this case, relating to Appeal No. 115 of 2019 (**Satwinder Singh versus Punjab Urban Development Authority, Amritsar**), the

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Appeals No. 3 & 4 of 2022

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appellant (*hereinafter also referred to as the allottee or the complainant*) filed a complaint bearing GC No. 13262019 on 01.07.2019 against Punjab Urban Planning and Development Authority (*the respondent, hereinafter also referred to as the promoter*) in Form 'M' before the Authority under Section 31 of the Act and Rule 36(1) of the Rules, wherein he has inter alia alleged that possession of the plot allotted to appellant was to be handed over by the promoter to the appellant within 90 days of issue of allotment letter dated 27.10.2016 i.e. by 27.01.2017, but the same was not handed over due to lack of development despite payment of entire price of the plot and despite repeated reminders.

15. The appellant, vide their above mentioned complaint, have prayed the Authority for directing the respondent (i) to hand over possession with complete development; (ii) to refund interest charged by the respondent; (iii) to pay interest as per provisions of the Act; (iv) to pay litigation expenses; (v) to provide benefits of the Judgment passed by Hon'ble High Court in CWP No. 9989 of 2018 titled as **Jaswant Singh versus State of Punjab** in respect of the same project.

16. The Authority passed order dated 20.09.2019 in the complaint as under:-

"The counsel for the respondent had earlier submitted a copy of order dated 09.07.2019 of this bench in the complaint titled as Gurmukh Singh Vs. PUDA in GC No. 10632018 alongwith a copy of the minutes dated 20.09.2018 of 49th meeting of Empowered Committee (OUVGL) of PUDA. He argued that the facts of this case are exactly the same, as the complainant has asked for similar relief i.e. early possession and payment of interest for the delayed period alongwith waiving of interest already paid by the complainant.



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The counsel for the complainant submitted a calculation chart and argued that the decision of the OUVGL is against the interest of the complainant. He argued that the respondent is wrongly calculating the amounts payable to the complainant and sought directions to provide a copy of the calculation sheet to each of the buyers, in the interest of transparency. He further argued that the complainant is willing to surrender the 5% rebate amount and sought payment of interest @ 12%. He also pointed out that the Cancer Cess @ 2% has been charged upon the entire basic price of the plot instead of the plot price actually paid by the complainant after adjusting 5% rebate. The counsel for the respondent conceded that the cess has been charged on the entire amount and not on the reduced price.

Various issues raised by the complainant have been already addressed by way of decision taken in the 49th meeting of the Empowered Committee (OUVGL) in which decisions regarding payment of interest, refund of interest paid by the allottees and also a specific provision for payment of 7% interest after adjusting 5% rebate given to the allottees, who had paid lump-sum 75% payment amount at the time of allotment was taken.

In view of the decision of the Empowered Committee of PUDA, a similar matter Gurmukh Singh Vs. PUDA in GCNo. 10632018 has already been disposed off 09.07.2019. Similarly, the present complainant is disposed off, without prejudice to the merits of the case. However the respondent is additionally directed to do the following:-

1. Provide a detailed calculation sheet, within 30 days, strictly as per the decision of the Empowered Committee, to the complainant and also to each of the buyers of plots in the said project, in the interest of transparency.
2. The Cancer Cess should be calculated afresh on the actual amount paid.

File be consigned to record room and copy of order be provided, free of cost, to both the complainant and the respondent. The complainant shall be free to file a fresh



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complaint, in case the respondent fails to comply with the decisions of the Empowered Committee.

However, in respect of actual calculation of the interest payable, the complainant shall approach the Competent Authority of PUDA. In case of any grievance he shall follow the laid-down procedure, before coming to this Authority for its redressal."

17. Aggrieved by the aforementioned order dated 20.09.2019 of the Authority, the allottee filed his appeal dated 13.12.2019 before this Tribunal, therein seeking the reliefs of (i) payment of interest @ 12% on the full amount (100%) deposited by him from the date of its payment till getting possession; (ii) payment of interest as per the provisions of Section 18(1) of the Act; and (iii) the awarding cost of litigation and compensation for mental harassment.
18. Though presence of Sh. Bhupinder Singh, Advocate on behalf of the respondent, besides that of Sh. Akhilesh Vyas, Advocate for the complainant, is shown in the aforesaid impugned order dated 20.09.2019 of the Authority, but neither there is any mention, in the said order, of the defense taken by the respondent nor the appellant has placed on record any document before this Tribunal in this regard.
19. However, the respondent has filed his written submissions dated 18.06.2020 in Appeal No. 124 of 2019 (*Supra*), which are common for Appeals No. 93 and 115 to 124 of 2019 (*Supra*), and has inter alia contended therein as well as during the arguments before this Tribunal (i) that the decision taken by the Empowered Committee of the State of Punjab in its meeting held on 15.05.2019 to give certain reliefs to the allottees of the scheme due to non-handing over the possession of the plots is still in force; (ii) that a cheque dated 14.11.2019 for Rs. 3,31,525/- (after deducting an



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amount of Rs. 37,406/- as TDS out of an amount of Rs. 3,68,931/- towards interest up to 31.08.2019 @ 7% for plot No. 61 measuring 256.67 square yards allotted in the name of Sh. Satnam Singh s/o Sh. Jassa Singh) as per decision of aforementioned Empowered Committee, had been received by aforementioned appellant Satnam Singh in appeal No. 124 of 2019 (**Supra**); (iii) that the appellant is claiming second/dual benefit of interest as per Section 18(1) of the Act in addition to the reliefs to the appellant as per decisions taken by the Empowered Committee.

20. The facts of the case, as mentioned by the appellant in his appeal, inter alia are (i) that plot No. 540 now 422 measuring 300 square yards at Guru Ram Dass Urban Estate, Airport Road, Amritsar was allotted to the appellant at total price of Rs 54,00,000/- @ Rs. 18,000/- per square yard; (ii) that as per payment schedule, 25% was to be paid initially and rest after the possession as reflected in the brochure; (iii) that the appellant paid Rs.38,47,500/- on 23.12.2016 towards 75% of the basic sale price of the plot in lump sum, after availing a rebate of 5% in terms of clause 3.2(iii) of the allotment letter dated 27.10.2016; (iv) that as per the allotment letter, possession was to be handed over within 90 days of its issuance i.e. by 27.01.2017 and there was no likelihood of possession in near future; (v) that the respondent, in its reply, relied upon the complaint bearing GC No. 10632018 titled as Gurmukh Singh versus PUDA (which is also under challenge in Appeal No. 93 of 2019 **Supra**) and submitted a copy of minutes of 49th meeting of the Empowered Committee (OUVGL) of PUDA held on 15.05.2019; (vi) that as per paragraph 7(iv) of the speaking order passed as per directions dated 24.04.2018 of Hon'ble Punjab and Haryana High Court in CWP No. 9989 of 2018 titled as



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Jaswant Singh versus State of Punjab, in case possession is not handed over after completing the development work in 18 months, simple interest of 12% will be provided to the allottee on 25% amount deposited by the allottee; (vii) that the complaints of some other group of allottees, who had paid 25% of the amount, were disposed by the Authority, vide its judgment dated 09.04.2019 in the complaint bearing GC No. 1085 of 2018 titled **Gursharan Singh versus PUDA**, with regard to the simple interest of 12% as per the decision of the PUDA and independent of the rate prescribed under the Act; (viii) that the Authority has granted interest under Section 18(1) of the Act in its judgment dated 09.04.2019 in complaint No. 1316 of 2019 for delay of possession; (ix) the appellant has also referred to the judgment dated 22.10.2019 in Sanjiv Kumar versus Punjab Urban Planning & Development Authority, attached as Annexure A-9; (x) that the respondent levies interest @ 12% per annum if the balance 75% amount is paid in installments but deducted 5% rebate for lumpsum payment from this 12% per annum and granted simple interest @ 7% till the date of possession by subtracting installments; (xi) that the appellant has received a cheque No. 086489 dated 30.10.2019 for Rs. 4,65,708/- on 30.10.2019 [after deduction of Rs. 51,746/- out of Rs. 5,17,454/- computed as interest up to 31.08.2019 @ 7% per annum on Rs. 38,47,500/-, paid by the allottee on 23.12.2016 in lumpsum towards the balance 75% amount of the price of the plot as reduced by the principal amount of each of the installments due from time to time (Annexure A-11 of the appeal)].

21. The appellant has paid the entire consideration of the plot as under:-



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| Date of payment | Amount paid (Rs.) | Description of payment |
|-----------------|--------------------|--|
| 08.01.2016 | 5,40,000/- | 10% Earnest money (with application) |
| 26.05.2016 | 8,10,000/- | 15% (within 30 days of LoI) |
| 26.05.2016 | 1,08,000/- | Cancer cess @ 2% |
| 23.12.2016 | 38,47,500/- | 75% in lump sum with 5% rebate thereon |
| | 53,05,500/- | Total |

MY FINDINGS:

22. As per the letter of intent (LOI) dated 28.04.2016 (Annexure A-2), appellant applied for a plot of 300 square yards by submitting his application form No. 1511 and on being successful in draw of lots held on 09.03.2016, the respondent expressed its intention to allot a plot of aforementioned size to the appellant at the tentative price of Rs.54,00,000/- @ Rs. 18,000/- per square yard plus 2% cancer cess on the total price of the plot. As per the LOI, a sum of Rs. 8,10,000/- towards 15% price of the plot to complete 25% price of plot, along with an amount of Rs. 1,08,000/- towards 2% cancer cess, was payable within 30 days from the date of its issue (excluding date of issue). Thereafter, vide allotment letter dated 27.10.2016, plot No. 540 measuring 300 square yards was allotted to the appellant.

23. Clause 2 titled "PRICE" of the said allotment letter dated 27.10.2016, after correcting the due dates of payment of installments of the 75% amount in clause 3.2(ii) of the payment schedule in line with clause 8(i) of the LOI dated 28.04.2016 as well as in line with the calculation sheet attached with the respondent's letter dated 03.12.2019 (Annexure A-11), reads as under:-

"2. **PRICE**

i) *The price of Residential Plot is Rs. 54,00,000/- (Fifty Four Lac only) @ Rs. 18,000/- per Sq Yard.*



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ii) PAYMENT SCHEDULE

3.1 For initial 25%

i) Payment of Rs. 13,50,000/- made by you has already been adjusted towards initial 25% of the sale price of Residential Plot.

3.2 FOR BALANCE PAYMENT OF 75%

i) The balance 75% amount Rs. 40,50,000/- (Forty Lac fifty thousand only) can be paid either in lump sum with 5% rebate on the balance 75% amount within 60 days of issue of allotment letter or in 6 half yearly equated instalments @ 12% per annum interest after issue of Allotment letter.

ii) In case payment installment, payment schedule shall be as under:-

| Installment no. | Due date | Principal Amount | Interest | Total Amount Payment |
|-----------------|--------------|--------------------|--------------------|----------------------|
| 1 | 2 | 3 | 4 | 5 |
| 1 | 27/10/2017 | 6,75,000/- | 4,86,000/- | 11,61,000/- |
| 2 | 27/04/2018 | 6,75,000/- | 2,02,500/- | 8,77,500/- |
| 3 | 27/10/2018 | 6,75,000/- | 1,62,000/- | 8,37,000/- |
| 4 | 27/04/2019 | 6,75,000/- | 1,21,500/- | 7,96,500/- |
| 5 | 27/10/2019 | 6,75,000/- | 81,000/- | 7,56,000/- |
| 6 | 27/04/2020 | 6,75,000/- | 40,500/- | 7,15,500/- |
| | Total | 40,50,000/- | 10,93,500/- | 51,43,500/- |

iii) In case balance 75% payment is made in lumpsum within 60 days from the date of issue of allotment letter (excluding date of issue), a rebate of 5% shall be admissible on this amount. However, in case of payment of amount due is made in lumpsum subsequently at any stage, a rebate of 5% on the balance principal amount shall also be admissible.

iv) to ix) -----XXXXXXXXXXXXXXXXXXXXXXXXXXXX-----

x) In case any installment or part thereof is not paid by the due date, then without prejudice to any action under section 45 of the Punjab Regional and Town Planning and Development Act 1995, case of non payment of installments by due date the allottee shall be liable to pay penalty on the amount due at the following rates for the delayed period.



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| Sr no | Delayed Period | Rate of Penalty |
|-------|--------------------------------|---|
| 1 | If the delay is up to one year | Normal applicable rate of interest i.e. 12% + 3% p.a. for the delayed period. |
| 2 | If the delay is up to 2 year | Normal applicable rate of interest i.e. 12% + 4% p.a. for the delayed period. |
| 3 | If the delay is up to 3 year | Normal applicable rate of interest i.e. 12% + 5% p.a. for the delayed period. |

xi) to xv)-----XXXXXXXXXXXXXXXXXXXX-----"

24. Clause 6(i), titled "POSSESSION AND OWNERSHIP", of the allotment letter reads as under:-

"Possession of the plot will be given within 90 (Ninety) days from the date of issue of allotment letter. In case possession is not taken by the allottee within the stipulated period, it shall be deemed to have been handed over on the due date."

25. The appellant, vide his letter dated 06.03.2019, requested the respondent to compensate him for the financial loss borne by him due to delay in possession.
26. The CWP No. 9989 of 2018 titled as **Jaswant Singh and others versus State of Punjab and others**, the decision dated 24.04.2018 of Hon'ble High Court of Punjab and Haryana therein, the speaking order dated 20.09.2018, passed by the Chief Administrator, PUDA, SAS Nagar in compliance of the aforesaid decision dated 24.04.2018 of Hon'ble High Court in CWP-9989-2018 (**Supra**), the decisions taken by the Empowered Committee (OUVGL) of the Government of Punjab in its 49th meeting held on 15.05.2019 have been discussed in detail by the Member (Administrative/Technical) of this Tribunal in his view/judgment dated 04.08.2022 in Appeal No. 53 of 2022 (**Punjab Urban Planning and Development Authority versus Surjit Singh and**



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another) and connected matters. The same are not repeated herein, especially because the details of those documents are ultimately of no consequence even in the present cases.

27. In Appeal No. 118 of 2019 (*Supra*), the appellant of that appeal has filed an application dated 03.08.2022, bearing Application No. 203 of 2022, for placing on record certain documents. In the said application, the appellant has alleged that when he approached for taking possession and demarcation (ostensibly pursuant to the order dated 19.05.2022 of this Tribunal in thirteen appeals out of all the fourteen appeals being dealt by present common order except Appeal No. 115 of 2021), he came to know that the respondent is not in a position to provide possession because it has neither the completion certificate nor the electricity connection. As per memo dated 10.06.2022 of Punjab State Power Corporation Limited (PSPCL) annexed as A-3 to the aforesaid application, NOC for Guru Ram Dass Urban Estate has still not been issued by the PSPCL and that electricity connection is not issued to any owner/allottee of plots in this colony.

28. Admittedly as per clause 6(i), titled "POSSESSION AND OWNERSHIP", of the allotment letter, possession of the plot was to be given by the respondent within 90 days from the date of issue of allotment letter dated 27.10.2016 i.e by 25.01.2017. The respondent has not even made valid offer of possession.

29. In view of above, only the respondent is squarely at fault since 26.01.2017 and the appellant is entitle to payment of interest in terms of proviso to Section 18(1) of the Act for delay in possession.



30. However, the relief admissible in terms of proviso to Section 18(1) of the Act needs to be molded in view of judgment dated 21.12.2021 of this Tribunal in Appeals No. 230 & 231 of 2020 (**Inderjeet Mohan Kaur supra**), whereby it has inter alia been held as under:-

"17. Since the appellant has availed of a statutory remedy, the reliefs that the Authority under the Act can grant would necessarily have to be restricted to the ones available under the statute. The waiver of interest or grant thereof in terms of the policy by the State Government would not ipso facto bind the Authority to disentitle any relief available to any allottee under the Act. However, it does not prevent the Authority from taking a holistic view and moulding the relief to an allottee to avoid an unjust enrichment or an unexpected windfall to him.

18. A perusal of the judgment of the Hon'ble Punjab and Haryana High Court referred to in the policy framed by the Government reveals that there are certain directions given to the State to deal with situations where the public bodies do not stand advantaged for their own defaults at the expense of the allottee. Since the Government framed the policy ostensibly, as a measure of compliance of the directions given by the Hon'ble High Court it would purely be in their domain to apply it while granting a benefit to an allottee. This however, does not preclude or restrict the allottee's right to approach the Authority under the Act for redressal of his grievance, since it is a statutory remedy.

19. The Authority in turn would have no jurisdiction to enforce the policy of a Government as it is bound to deal with the matters before it strictly in terms of the powers that flow from the statute i.e. RERA Act. It is purely in the domain of the Government to apply or not to apply a policy which shall be independent of the reliefs available to an aggrieved person under the Act. It matters not that the policy, the benefit of which an allottee claims, somewhat encapsulates the spirit of the Act in protecting an allottee from an unjust action of the



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developer or promoter, which in this case happens to be a public body.

20. Likewise, we as an Appellate Authority would have no such power to issue mandates to enforce a policy of the Government but nothing precludes the Authority or for that purpose the Appellate Tribunal to take into consideration a fact of a benefit granted under any policy of the Government and deal with it appropriately while deciding the issues brought before it."

- 31.** So far as cancer cess is concerned, as per clause 3 of the LOI dated 28.04.2016 and clause 2(i) of the allotment letter dated 27.10.2016, the price of the plot is Rs. 54,00,000/- and 2% cancer cess is to be charged on the total price of the plot. However, the rebate of 5% on the 75% of the price is for its lump sum payment within 60 days or on the balance principal amount in case of lump sum payment subsequently at any stage. Thus, to my mind, the amount of cancer cess remains unaffected, irrespective whether or not the said 5% rebate for payment of the 75% of the price of the plot or part thereof in lump sum is availed by the allottee or not.
- 32.** In view of above discussion, the order dated 20.09.2019 passed by the Authority in the complaint bearing GC No. 13262019 is liable to be set aside; and the respondent is liable to pay interest for delay in possession in terms of the proviso to Section 18(1) of the Act but after reducing the amount of interest so payable by an amount of Rs. 5,17,454/- (Rs. 4,65,708/- paid by the respondent to the appellant vide cheque and Rs. 51,746/- as TDS @ 10%) and other amount(s), if any, paid/adjusted/waived for delay in possession by the respondent in terms of the decision taken by the appellant's Empowered Committee, or pursuant to the speaking order dated 20.09.2018 passed by the Chief Administrator, PUDA in



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compliance to the order 24.04.2018 passed by Hon'ble High Court in CWP-9989-2018 (Supra) or otherwise.

THIRD CASE (APPEAL NO. 116 OF 2019):

33. This case, relating to Appeal No. 116 of 2019 (**Daljit Kaur versus Punjab Urban Development Authority, Amritsar**), is in essence similar to the case relating to Appeal No. 115 of 2019 (**Satwinder Singh Supra**) and therefore, deserves similar treatment.
34. The appellant in this case has paid the consideration of the plot No. 101PF measuring 256.67 square yards, allotted to her vide allotment letter dated 26.12.2016 @ Rs.18,900/- per square yard, as under:-

| Date of payment | Amount paid (Rs.) | Description of payment |
|-----------------|--------------------|--|
| | 4,50,000/- | Earnest money (10% with application) |
| 20.01.2017 | 8,59,786/- | 15% to complete 25% of the plot price + Cancer Cess @ 2% |
| 20.02.2017 | 34,56,382/- | 75% in lump sum with 5% rebate thereon |
| | 47,66,168/- | Total |

35. In this case, the appellant has received under protest a cheque No. 086501 dated 30.10.2019 for Rs. 3,56,808/- after deduction of Rs. 39,646/- out of Rs. 3,96,454/- computed as interest up to 31.08.2019 @ 7% per annum on Rs. 34,56,382/- paid by the allottee on 20.02.2017 in lumpsum towards the balance 75% amount of the price of the plot as reduced by the principal amount of each of the installments due from time to time (Annexure A-11 of the appeal).

FOURTH CASE (APPEAL NO. 117 OF 2019):

36. This case, relating to Appeal No. 117 of 2019 (**Harjinder Kaur versus Punjab Urban Development Authority, Amritsar**), is



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also similar to the case relating to Appeal No. 115 of 2019 (**Satwinder Singh supra**) and therefore, deserves similar treatment.

37. The appellant in this case has paid the consideration of the plot No. 96 measuring 256.67 square yards, allotted to her vide allotment letter dated 27.10.2016 @ Rs.18,000/- per square yard, as under:-

| Date of payment | Amount paid (Rs.) | Description of payment |
|-----------------|--------------------|--|
| 08.01.2016 | 4,60,800/- | Earnest money (10% with application) |
| 25.05.2016 | 7,85,410/- | 15% to complete 25% & cancer cess @ 2% |
| 26.12.2016 | 32,91,795/- | 75% in lump sum with 5% rebate thereon |
| | 45,38,005/- | Total |

38. In this case, the appellant has received under protest a cheque No. 154967 dated 14.11.2019 for Rs. 3,95,532/- after adjusting Rs. 1,206/- outstanding against 15% payment and also deducting Rs. 44,082/- out of Rs. 4,40,820/- computed as interest up to 31.08.2019 @ 7% per annum on Rs. 32,91,793/- paid by the allottee on 26.12.2016 in lumpsum towards the balance 75% amount of the price of the plot as reduced by the principal amount of each of the installments due from time to time (Annexure A-11 of the appeal).

FIFTH CASE (APPEAL NO. 118 OF 2019):

39. This case, relating to Appeal No. 118 of 2019 (**Channd Kanwar versus Punjab Urban Development Authority, Amritsar**), is also similar to the case relating to Appeal No. 115 of 2019 (**Satwinder Singh supra**) and therefore, deserves similar treatment.

40. In this case, in the order dated 20.09.2019 passed by the Authority in the complaint bearing GC No. 13372019, it has additionally been mentioned that the counsel for the complainant argued that *"as per the decision of the Empowered Committee, the respondent*



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is liable to refund the interest already charged on the 75% amount, as per para 2 of the order. However, the same has not been done so far and sought directions to the respondents to immediately refund the interest received from the complainant and de-linking the same from payment of interest for the delayed period which, as per the orders of the committee, shall be payable at the time of offer of possession.”; and the Authority has also directed that “3. The interest, already approved for refund as per para 2 of the order, be paid to the complainant within 30 days of this order, failing which the respondent shall pay interest on the said amount for the period of delay after the expiry of 30 days.”.

- 41.** The appellant in this case has paid the consideration of the plot No. 570 measuring 500 square yards, allotted to her vide allotment letter dated 27.10.2016 @ Rs.18,000/- per square yard, as under:-

| Date of payment | Amount paid (Rs.) | Description of payment |
|------------------------|--------------------------|--|
| 18.12.2015 | 9,00,000/- | Earnest money (10% with application) |
| 25.05.2016 | 15,30,000/- | 15% to complete 25% & cancer cess @ 2% |
| 23.10.2017 | 11,25,000/- | Principal amount of first installment |
| 25.10.2017 | 8,10,000/- | Interest component of first installment |
| 23.04.2018 | 11,25,000/- | Principal amount of second installment |
| 23.04.2018 | 3,37,500/- | Interest component of second installment |
| 10.08.2018 | 43,31,250/- | Principal amount of last four installment as reduced by 5% rebate for payment last three installments in lump sum. |
| 10.08.2018 | 1,88,750/- | Interest amount with said lump sum payment |
| | 1,03,47,500/- | Total |

- 42.** In this case, the appellant, vide his letter dated 22.11.2019 (Annexure A-10) has acknowledged the receipt of refund of interest paid along with the installments under protest. As per the calculation sheet supplied by the respondent to the appellant vide letter dated 29.11.2019 (Annexure A-11), the appellant has received a net amount of Rs. 15,41,180/- (after deducting an amount of Rs. 22,771/- as TDS out of Rs. 2,27,701/- computed as



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interest @ 7% per annum up to 31.08.2019 on the principal amount of Rs. 43,31,250/- of last four installments paid in lump sum after availing a rebate of 5% + refund of an amount of Rs. 11,47,500/- paid as interest @ 12% along with first and second installment + refund of an amount of Rs. 1,88,750/- paid as interest along with the lump sum payment of last four installments).

43. The appellant's Application No. 203 of 2022 for placing on record certain documents to claim that the respondent is not in a position to provide possession because it has neither the completion certificate nor the electricity connection, has already been briefed above in another case.

SIXTH CASE (APPEAL NO. 119 OF 2019):

44. This case, relating to Appeal No. 119 of 2019 (**Gurjot Singh Gill versus Punjab Urban Development Authority, Amritsar**), is also similar to the case relating to Appeal No. 115 of 2019 (**Satwinder Singh supra**) and therefore, deserves similar treatment.

45. The appellant in this case has paid the consideration of the plot No. 76 measuring 256.67 square yards, allotted to him vide allotment letter dated 26.12.2016 @ Rs.18,000/- per square yard, as under:-

| Date of payment | Amount paid (Rs.) | Description of payment |
|-----------------|--------------------|--|
| 10.10.2016 | 4,50,000/- | Earnest money (10% with application) |
| 20.01.2017 | 7,97,416/- | 15% to complete 25% & cancer cess @ 2% |
| 22.02.2017 | 32,91,793/- | 75% in lump sum with 5% rebate thereon |
| | 45,39,209/- | Total |

46. In this case, the appellant has received under protest a cheque No. 154966 dated 14.11.2019 for Rs. 3,38,683/- after deduction of 37,631/- as TDS out of Rs. 3,76,314/- computed as interest up to 31.08.2019 @ 7% per annum on Rs. 32,91,793/- paid by the

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allottee on 22.02.2017 in lumpsum towards the balance 75% amount of the price of the plot as reduced by the principal amount of each of the installments due from time to time (Annexure A-11 of the appeal).

SEVENTH CASE (APPEAL NO. 120 OF 2019):

47. This case, relating to Appeal No. 120 of 2019 (**Jatinder Kaur versus Punjab Urban Development Authority, Amritsar**), is also similar to the case relating to Appeal No. 115 of 2019 (**Satwinder Singh supra**) and therefore, deserves similar treatment.
48. The appellant in this case has paid the consideration of the plot No. 230 measuring 200 square yards, allotted to her vide allotment letter dated 27.10.2016 @ Rs.18,000/- per square yard, as under:-

| Date of payment | Amount paid (Rs.) | Description of payment |
|-----------------|--------------------|--|
| 08.01.2016 | 3,60,000/- | Earnest money (10% with application) |
| 25.05.2016 | 6,12,000/- | 15% to complete 25% & cancer cess @ 2% |
| 26.12.2016 | 25,65,000/- | 75% in lump sum with 5% rebate thereon |
| | 35,37,000/- | Total |

49. In this case, the appellant has received under protest cheque No. 154933 dated 30.10.2019 for Rs. 3,08,867/- after deducting an amount of Rs. 34,319/- as TDS out of Rs. 3,43,186/- computed as interest up to 31.08.2019 @ 7% per annum on Rs. 25,65,000/- paid by the allottee on 26.12.2016 in lumpsum towards the balance 75% amount of the price of the plot as reduced by the principal amount of each of the installments due from time to time (Annexure A-11 of the appeal).



EIGHTH CASE (APPEAL NO. 121 OF 2019):

50. This case, relating to Appeal No. 121 of 2019 (Satnam Singh son of Jassa Singh versus Punjab Urban Development Authority, Amritsar), is also similar to the case relating to Appeal No. 115 of 2019 (Satwinder Singh supra) and therefore, deserves similar treatment.
51. The appellant in this case has paid the consideration of the plot No. 61 measuring 256.67 square yards, allotted to him vide allotment letter dated 26.12.2016 @ Rs.18,000/- per square yard, as under:-

| Date of payment | Amount paid (Rs.) | Description of payment |
|-----------------|--------------------|---|
| 07.10.2016 | 4,50,000/- | Earnest money (10% with application) |
| 23.01.2017 | 7,97,416/- | 15% to complete 25% & cancer cess @ 2% |
| 27.02.2017 | 32,91,793/- | 75% in lump sum with 5% rebate thereon, but without penal interest amounting to Rs. 5,126/- |
| | 45,39,209/- | Total |

52. In this case, the appellant has received under protest cheque No. 154962 dated 14.11.2019 for Rs. 3,31,525/- after adjusting an amount of Rs. 5,126/- towards penal interest for delay of 3 days in lumpsum payment and also deducting an amount of Rs. 37,406/- out of Rs. 3,74,057/- computed as interest up to 31.08.2019 @ 7% per annum on Rs. 32,96,919/- (= Rs. 32,91,793/- paid by the allottee on 27.02.2017 in lumpsum towards the balance 75% amount of the price of the plot + Rs. 5,126 aforesaid penal interest amount) as reduced by the principal amount of each of the installments due from time to time (Annexure A-11 of the appeal).

53. The appellant, vide Application No. 269 of 2021, has placed his written arguments on record along with a copy of the order dated 07.09.2020 of the Authority in complaint bearing GC No. 14032019 (Inderjit Chaudhary versus Punjab Urban Planning



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and Development Authority, Amritsar). The said written arguments are more or less reiteration of the contentions in the appeal.

NINTH CASE (APPEAL NO. 122 OF 2019):

54. This case, relating to Appeal No. 122 of 2019 (**Sukhchain Singh versus Punjab Urban Development Authority, Amritsar**), is also similar to the case relating to Appeal No. 115 of 2019 (**Satwinder Singh supra**) and therefore, deserves similar treatment.
55. The appellant in this case has paid the consideration of the plot No. 138 measuring 256.67 square yards, allotted to him vide allotment letter dated 26.12.2016 @ Rs.18,000/- per square yard, as under:-

| Date of payment | Amount paid (Rs.) | Description of payment |
|-----------------|--------------------|--|
| 10.10.2016 | 4,50,000/- | Earnest money (10% with application) |
| 19.01.2017 | 7,97,416/- | 15% to complete 25% & cancer cess @ 2% |
| 23.02.2017 | 32,91,793/- | 75% in lump sum with 5% rebate thereon |
| | 45,39,209/- | Total |

56. In this case, the appellant has received under protest cheque No. 086506 dated 30.10.2019 for Rs. 3,07,440/- after deducting an amount of Rs. 34,160/- as TDS out of Rs. 3,41,600/- computed as interest up to 31.08.2019 @ 7% per annum on Rs. 32,91,793/- paid by the allottee on 23.02.2017 in lumpsum towards the balance 75% amount of the price of the plot as reduced by the principal amount of each of the installments due from time to time (Annexure A-11 of the appeal).

TENTH CASE (APPEAL NO. 123 OF 2019):

57. This case, relating to Appeal No. 123 of 2019 (**Harjot Singh Gill versus Punjab Urban Development Authority, Amritsar**), is also



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similar to the case relating to Appeal No. 115 of 2019 (**Satwinder Singh supra**) and therefore, deserves similar treatment.

58. The appellant in this case has paid the consideration of the plot No. 73 measuring 256.67 square yards, allotted to him vide allotment letter dated 26.12.2016 @ Rs.18,000/- per square yard, as under:-

| Date of payment | Amount paid (Rs.) | Description of payment |
|-----------------|--------------------|--|
| 10.10.2016 | 4,50,000/- | Earnest money (10% with application) |
| 24.01.2017 | 7,97,416/- | 15% to complete 25% & cancer cess @ 2% |
| 22.02.2017 | 32,91,793/- | 75% in lump sum with 5% rebate thereon |
| | 45,39,209/- | Total |

59. In this case, the appellant has received under protest cheque No. 154964 dated 14.11.2019 for Rs. 3,38,682/- after deducting an amount of Rs. 37,632/- as TDS out of Rs. 3,76,314/- computed as interest up to 31.08.2019 @ 7% per annum on Rs. 32,91,793/- paid by the allottee on 22.02.2017 in lumpsum towards the balance 75% amount of the price of the plot as reduced by the principal amount of each of the installments due from time to time (Annexure A-11 of the appeal).

ELEVENTH CASE (APPEAL NO. 124 OF 2019):

60. This case, relating to Appeal No. 124 of 2019 (**Satnam Singh son of Gurcharan Singh versus Punjab Urban Development Authority, Amritsar**), is also similar to the case relating to Appeal No. 115 of 2019 (**Satwinder Singh supra**) and therefore, deserves similar treatment.

61. The appellant in this case has paid the entire consideration of the plot No. 107-PF measuring 256.67 square yards, allotted to him vide allotment letter dated 26.12.2016 @ Rs.18,900/- per square yard, as under:-



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| Date of payment | Amount paid (Rs.) | Description of payment |
|-----------------|-------------------|--|
| 10.10.2016 | 4,50,000/- | Earnest money (10% with application) |
| 23.01.2017 | 8,59,786/- | 15% to complete 25% & cancer cess @ 2% |
| 21.02.2017 | 34,56,528/- | 75% in lump sum with 5% rebate thereon |
| | 47,66,314/- | Total |

62. In this case, the appellant has received under protest cheque No. 086502 dated 30.10.2019 for Rs. 3,56,236/- after deducting an amount of Rs. 39,582/- out of Rs. 3,95,818/- computed as interest up to 31.08.2019 @ 7% per annum on Rs. 34,56,528/- paid by the allottee on 21.02.2017 in lumpsum towards the balance 75% amount of the price of the plot as reduced by the principal amount of each of the installments due from time to time (Annexure A-11 of the appeal).

TWELFTH CASE (APPEAL NO. 115 OF 2021):

63. This case, relating to Appeal No. 115 of 2021 (**Punjab Urban Planning and Development Authority, Amritsar versus Inderjit Chaudhary and another**), arising out of orders dated 07.09.2020 and 04.05.2021 passed by the Authority in complaint bearing GC No. 14032019 and related review application No. 5 of 2020 respectively, is also in respect of the same project with similar terms and conditions of the allotment letter. However, the order 07.09.2020 passed by the Authority in complaint bearing GC No. 14032019 instituted on 24.09.2019 relating to this case is entirely different. In this case the promoter, aggrieved by the said order dated 07.09.2020 of the Authority, has filed the appeal.

64. The conclusions and operative part of the order dated 07.09.2020 of the Authority in this case are re-produced below:-

“Based on the above, the following can be concluded:



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1. As per allotment letter dated 27.10.2016, the possession was promised to be offered within 90 days after the issuance of the allotment letter i.e. 27.01.2017.
2. An amount of Rs.11,59,816/- (Annexure R-1) was adjusted by the respondent towards the next instalment which was to be paid by the complainant on account of interest already received.
3. The respondent has already waived off the interest chargeable from the allottees on the instalments which they were liable to pay as per Annexure R-2. For ready reference relevant extract of the same is as under:

"No interest on the instalments on balance 75% of the price of plots be charged from the allottees till the site is ready for possession by completing development works and after completion of development, possession of plots is offered to the respective allottees."

4. The Chief Administrator vide its speaking order dated 20.09.2018 has agreed for payment of simple interest @ 12% rate of interest on 25% amount deposited by the allottees, in case possession is delayed for more than 18 months. In this case the possession was to be handed over by 27.01.2017 but the same has still not been done.

In view of the above the following is ordered:

1. The complainants shall be entitled to a simple interest @ 12% on the 25% amount which has been deposited by the allottees with the respondent as per the decision dated 20.09.2018 of Chief Administrator, PUDA, SAS Nagar in this regard. This rate of interest shall be independent of the rate of interest as prescribed under the Real Estate (Regulation & Development) Act, 2016, since this is a decision taken by the competent authority as a consequence of the directions of Hon'ble Punjab and Haryana High Court vide order dated 24.04.2018 in CWP No. 9989 OF



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2018 titled Jaswant Singh and Ors. Vs. State of Punjab and Ors. as per para 7(3)(iv)

2. *As per Para 7(3)(ii) no interest shall be charged by the respondent from the allottees till the possession of the plot is given to the allottees.*
3. *As provided in section 18 (1) proviso two of the Real Estate (Regulation and Development) Act, 2016 read with Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 the respondent shall pay interest w.e.f. 28.01.2017 i.e. the date by which possession was promised to be offered, as per State Bank of India highest marginal cost of landing rate + 2% as prevailing from time to time, till the date of this order on the amount paid by the complainant. This amount shall be paid within 60 days of this order.*
4. *In the second part, as provided in section 18 (1) para two of the Real Estate (Regulation and Development) Act, 2016 read with Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 the respondent shall pay interest, as per State Bank of India highest marginal cost of landing rate + 2% as prevailing from time to time, to the complainant from the date after the date of this order, till the date of offer of possession of the flat to the complainant. The same shall be adjusted towards the final demand notice at the time of offer of possession."*



65. The review application No. 5 of 2020 in GC No. 1403 of 2019, filed by the appellant-promoter before the Authority for review of its aforementioned order dated 07.09.2020, was rejected by the Authority vide its order dated 04.05.2021.

66. Admittedly, for plot No. 484-PF (later on changed to plot No. 15) measuring 500 square yards @ Rs. 18,900/- per square yard allotted vide allotment letter dated 27.10.2016, the respondent-allottee has made a payment of Rs. 23,62,500/- towards initial 25% of the sale price of the plot as well as 2% cancer cess amounting to

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Rs. 1,89,000/- (Rs. 9,00,000/- paid towards 10% earnest money and Rs. 16,51,500/- paid on 25.05.2016 towards 15% including cancer cess) in time. The payment schedule for payment of the balance 75% of the price of the plot in installments as per clause 3.2(ii) of the allotment letter dated 27.10.2016 (as amended vide letter dated 27.02.2017 as mentioned in the appeal and as is evident from the first calculation sheet filed along with the appeal for computing the amount of pre-deposit by the appellant-promoter in compliance of Section 43(5) of the Act) and the payments actually made thereagainst by the respondent-allottee are as follows:-

| Installments due as per clause 3.2(ii) of the allotment letter | | | | | Payment made | |
|--|------------------|------------------|------------------|------------|---------------|------------------|
| No. | Principal | Interest | Total | Due Date | Date | Amount |
| 1st | 11,81,250 | 8,50,500 | 20,31,750 | 27.10.2017 | 23/26.10.2017 | 20,31,750 |
| 2nd | 11,81,250 | 3,54,375 | 15,35,625 | 27.04.2018 | 23.04.2018 | 15,35,625 |
| 3rd | 11,81,250 | 2,83,500 | 14,64,750 | 27.10.2018 | 23.10.2018 | 11,81,250 |
| 4th | 11,81,250 | 2,12,625 | 13,93,875 | 27.04.2019 | 18.04.2019 | 11,81,191 |
| 5th | 11,81,250 | 1,41,750 | 13,23,000 | 27.10.2019 | 21.10.2019 | 11,81,250 |
| 6th | 11,81,250 | 70,875 | 12,52,125 | 27.04.2020 | 26.05.2020 | 21,434 |
| Total | 70,87,500 | 19,13,625 | 90,01,125 | | | 71,32,500 |

67. As per clause 6(i) of the allotment letter dated 27.10.2016, possession of the plot was to be given within 90 days from the date of issue of allotment letter. Therefore, the due date of possession works out to be latest by 25.01.2017. However, the first installment of the balance 75% price of the plot was due on 27.10.2017. The possession has not been offered despite the fact that the allottee made payment of first two installments of the balance 75% of the price of the plot due till 28.04.2018, along with 12% scheme interest, well within time as per payment schedule given under 3.2(ii) of the allotment letter, duly amended/corrected, and also paid principal amount of the third installment, almost entire principal amount of the fourth installment and principal amount of the fifth installment. The aggregate of these amounts paid



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(including interest) is more than the aggregate of the principal amount of balance 75% price of the plot. Additionally, part of the principal amount of the sixth/last instalment is admitted to be paid on 26.05.2020. Thus, keeping in view the decision(s) of the promoter to waive off interest etc., the appellant-promoter was at fault since 26.01.2017 for not even offering the possession of the plot.

68. The appellant-promoter, in its aforesaid first calculation sheet, has not claimed the scheme interest @ 12% per annum till some date in between the due dates of payment of the fourth and fifth instalments i.e. between 27.04.2019 and 27.10.2019, because the appellant-promoter has already waived off such interest up to such date. As per office order dated 21.11.2019 of the appellant-promoter (Annexure R/1), due to non-completion of development works, in view of approval granted by its empowered committee, an excess amount of Rs. 11,59,816/-, received towards interest up to 31.08.2019, has been allowed to be adjusted in the subsequent installments. Even in the first calculation sheet filed by the appellant along with its appeal for the purpose of pre-deposit in terms of section 43(5) of the Act, the said amount of Rs. 11,59,816/- is shown as excess after adjustment of Rs. 45,000/- stated to be outstanding towards 15% price of the plot (*though under clause 3.1(i) of the allotment letter dated 27.10.2016, the appellant promoter has stated that payment of Rs. 23,62,500/- made by the allottee had already been adjusted towards initial 25% of the sale price of the plot*) out of an amount of Rs. 12,04,816/- paid by the allottee on 26.10.2017 & 23.04.2028 towards 12% scheme interest along with the principal amounts of the first & second installments of the 75% of the price of the plot.



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69. No document placed on record before this tribunal even suggests that possession of the plot has ever been offered by the appellant-promoter to the respondent-allottee. Rather, the appellant admits on record that the possession of the plots in the scheme in question has been delayed due to some technical reasons which were beyond its control.
70. In an application filed on 04.08.2022 on behalf of the respondent-allottee, bearing Application No. 202 of 2022, it has been alleged by the respondent-allottee that when he approached for taking possession and demarcation, he came to know that the appellant-promoter is not in a position to provide possession because it has neither the completion certificate nor the electricity connection. As per memo dated 10.06.2022 of Punjab State Power Corporation Limited (PSPCL) annexed as A-3 to the aforesaid application, NOC for Guru Ram Dass Urban Estate has still not been issued by the PSPCL and that electricity connection is not issued to any owner/allottee of plots in this colony.
71. Due to continuing default of delay in possession on the part of the appellant-promoter with effect from 26.01.2017, the respondent-allottee, as per provisions under clause 9.1 of the Form 'Q' (i.e. the 'agreement for sale' prescribed, in terms of Section 13(2) of the Act, under Rule 8(1) of the Rules) read with its clause 9.2(i), is entitled to stop making further payments to the promoter as demanded by the promoter and that if the allottee stops making payments, the promoter shall correct the situation by completing the construction milestones and only thereafter, the allottee will be required to make the next payment without any penal interest.



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72. Perusal of the order dated 07.09.2020 of the Authority reveals that the respondent-allottee has been allowed dual benefit for delay in delivery, firstly by the appellant-promoter itself by waiving off the scheme interest @ 12% per annum which has been affirmed by the Authority and secondly by the Authority by allowing additionally interest in terms of proviso under Section 18(1) of the Act. As such, it is liable to be appropriately corrected.
73. So far as the application dated 25.10.2021 of the appellant, bearing Application No. 131 of 2021, for condoning delay of about 93 days is concerned, the same is liable to be allowed in terms of the order dated 23.09.2021 passed by Hon'ble Supreme Court of India in miscellaneous application No. 665 of 2021.

THIRTEENTH CASE (APPEAL NO. 3 OF 2022):

74. This case, pertaining to Appeal No. 3 of 2022 (**Punjab Urban Planning and Development Authority, Amritsar versus Avtar Kaur and another**) is also in respect of the same project and terms and conditions of the allotment in this case are also similar to the cases discussed above. However, in this case, the order dated 21.05.2021 in complaint bearing GC No. 15922020 has been passed by two members of the Authority, with the dissent of the third.
75. The conclusions and operative part of the said order dated 21.05.2021 passed by the majority of the members of the Authority and the dissent of its third member in this case are re-produced below:-

"7. Based on the written submissions, and the pleadings, we are of the following view:

- i. *As per the brochure issued at the time of inviting applications, the front page clearly states "possession*



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- on 25% payment". However, on page 9 of the same brochure it was mentioned "the possession of the said plot shall be handed over to the allottee after completion of development works at site or 18 months from the date of issuance of allotment letter, whichever is earlier".
- ii. Contrary to the above, the allotment letter issued on 27.10.2016 stated at Clause 6 that "possession of the plot will be given within 90 days from the date of issue of allotment letter". In view of the fact that allotment letter was issued subsequent to the brochure, the date of promised possession has to be read in relation to this letter. Accordingly, the relevant date of promised possession shall be 26.01.2017.
 - iii. The respondent failed to complete the development activities. Further, the respondent has not made any offer of possession to the complainant at the time of this order.
 - iv. The matter pending before the High Court of Punjab and Haryana vide CWP No. 20288 of 2018 titled as *Ranjit Singh Vs. State of Punjab* does not relate in any manner to the subject matter of the present complaints that writ has been filed by an allottee who had deposited the complete amount of the sale price, with interest thereon, and was seeking the refund of interest paid by him. The complainant in the present case has not made the entire payment and also seeks possession of the plot rather than refund. Hence the facts of, and the relief sought in, the two cases are different and the CWP pending in the High Court does not bar the jurisdiction of this Authority.
 - v. In view of the fact that the respondent has failed to offer possession despite a delay of more than 4 years at the time of this order, the complainant is entitled to relief under the Proviso to Section 18 (1) of the Act as the complainant is seeking possession and does not intend to withdraw from the project. We however feel that this interest should be paid only on the initial 25% (Rs. 13,50,000/-) paid by her as recommended in the meeting of 02.01.2017. No Interest is payable on the balance amount paid by her since this was not agreed to by either the Empowered Committee or the Chief Administrator, PUDA while deciding matters relating to this project.
 - vi. Any interest already paid on this account should be adjusted against the balance price due from her. As a logical corollary, she is also not entitled to any interest on the amount already paid by her in excess of the initial 25%.



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8. Accordingly, the complaint is partly accepted and the respondent is directed to pay interest at the rate of 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) to the allottee on the amount of Rs 13,50,000/- w.e.f. 27.01.2017 till the date of delivery of possession. The interest paid by her on the installments paid so far would be adjusted against the balance amount due from her.

sd/-
(Sanjiv Gupta)
Member

sd/-
(Ajay Pal Singh)
Member

9. I have perused the order of my colleagues but with due respect to their lucid exposition and reasoned findings I am unable to agree with the conclusions regarding the relief admissible to the complainant. They have ordered the payment of interest on the amount of 25% deposited by the complainant from 26.01.2017 till possession of the plot is handed over; and held that no interest is to be paid by her on account of the balance price being paid in Installments. The other relief claimed, of payment of interest by the respondent to her, has also been declined on the ground that the decisions dated 20.09.2018 of the CA, PUDA and of the Empowered Committee dated 15.05.2019 have denied this to the allottees of the project.

10. In order to appreciate the matter in its correct perspective it is necessary to recapitulate the sequence of events ultimately leading to the decision of the Empowered Committee. These are as follows:

- i. The High Court of Punjab and Haryana vide its order dated 22.11.2016 pass in CWP No.4108 of 2016 expressed displeasure about the fact that government agencies were making allotment of plots etc. without completing the development works and providing due amenities and facilities. As a consequence of this judgement a Committee under the Additional Chief Secretary (Development) held its meeting on 03.01.2017 and one of its relevant recommendations is as follows:

"The Department/Authority will be duty bound to complete all the development works at site in shortest period possible not extending more than 18 months. In case period of 18 months is elapsed and the possession is not handed over to the Allottee, simple interest of 12% will be provided to



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the allottee on the 25% amount which has been deposited by the Allottee with the Authority/Deptt."

- ii. *The matter regarding delay in handing over possession of plots to the allottees under the present project was decided by the Chief Administrator, PUDA on 20.09.2018 in pursuance of the orders of the High Court dated 24.04.2018 in CWP No.9989 of 2018. The operative part of the order is that no interest would be charged on the installments to be paid regarding the balance 75% of the price of the plots till the possession was offered to the allottees after completing the development works.*
- iii. *The matter ultimately came up before the Empowered Committee which in its meeting on 15.05.2019 considered the situation that had arisen in relation to this very project, including the above order dated 20.09.2018, and decided as follows:-*
 - (a) *Allottees who had paid the balance 75% of the sale price in lump-sum and had availed a rebate of 5% while doing so would be paid interest at the rate of 7% (12% - 5%) till possession was offered to them after completing the development works.*
 - (b) *Allottees who had deposited the balance 75% in installments would be refunded the interest paid by them along with installments. In case of allottees who had not deposited the entire balance amount of 75% the interest levied on the installments paid by them would be adjusted against the principal amount still due from them.*
 - (c) *Allottees who had deposited only 25% of the total amount and had delayed payment of the balance would not be liable to pay interest @ 12%, but only @ 3% if the delay was upto one year, 4% for delay upto 2 years, and 5% for delay upto 3 years*

11. *The above sequence show that the problem being faced by allottee such as the present complainant has been considered by various agencies of the government at different times and a policy decision ultimately taken on by the Empowered Committee on 15.05.2019. In my view this Authority is not mandated to review or alter any decision of the Government or its agencies. The Government/ its agencies have the duty to respond to emerging situations and craft a response, and anybody dissatisfied with this response has to approach a court*



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of law, or other competent forum. This Authority has the mandate to decide disputes only between allottees and promoters of real estate projects. No doubt the parties here do fall within the definition of allottee and promoter laid down in the Act. However the dispute has already been looked into by a competent, lawful forum; and it would not be appropriate to judge the decision taken by it on the touchstone of the bare provisions of the Act. To do so would, in my opinion, deny space to legitimate efforts by a lawful intermediary to resolve an issue outside the adjudicatory process.

12. Thus I have to hold that the case of the complainant has to be dealt with only within the parameters of the policy decided by the Empowered Committee. It also has to be held that the earlier decisions/recommendations of the other authorities have merged in the final decision of 15.05.2019. Under this policy her case is covered under the later part of serial no. (iii) (b) of para 11 above and she is entitled to only the relief outlined therein, i.e. the interest paid by her on the installments paid so far would be adjusted against the balance amount due from her.

Sd/-
(Navreet Singh Kang)
Chairperson

Order of the Authority (Chairperson dissenting)

The complaint is partly accepted and the respondent is directed to pay interest at the rate of 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) on the 25% initial payment of Rs. 13,50,000/- to the complainant with effect from 27.01.2017 till possession is handed over to her after completion of development works. The interest paid by her on the installments paid so far would be adjusted against the balance amount due from her."

76. The respondent No. 1 had claimed in her complaint dated 20.04.2020 that for plot No. 320 measuring 300 square yards allotted @ Rs. 18,000/- per square yard vide allotment letter dated 27.10.2016, she had already paid 25% payment of the plot along with 2% cancer cess as mentioned in the allotment letter and the letter of intent and that she had paid an amount totalling to Rs. 34,96,500/-.

77. As per the calculation sheet filed by the appellant with its appeal in support of its claim for not depositing any amount in terms of



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section 43(5) of the Act, the respondent No. 1 has paid an amount of Rs. 30,38,500- till 12.04.2021 towards installments of the balance 75% price of the plot as shown in annotated form viz-a-viz the payment schedule for paying the balance 75% amount in installments as per clause 3.2(ii) of the allotment letter dated 27.10.2016 as amended vide letter dated 08.02.2017:-

| Installments due as per amended clause 3(ii) of the allotment letter | | | | | Payment made | |
|--|------------------|------------------|------------------|------------|--------------|------------------|
| No. | Principal | Interest | Total | Due Date | Date | Amount |
| 1 st | 6,75,000 | 4,86,000 | 11,61,000 | 27.10.2017 | 13.02.2018 | 11,61,000 |
| 2 nd | 6,75,000 | 2,02,500 | 8,77,500 | 27.04.2018 | 04.01.2019 | 8,77,500 |
| 3 rd | 6,75,000 | 1,62,000 | 8,37,000 | 27.10.2018 | 12.04.2021 | 10,00,000 |
| 4 th | 6,75,000 | 1,21,000 | 7,96,500 | 27.04.2019 | | |
| 5 th | 6,75,000 | 81,000 | 7,56,000 | 27.10.2019 | | |
| 6 th | 6,75,000 | 40,500 | 7,15,500 | 27.04.2020 | | |
| Total | 40,50,000 | 10,93,500 | 51,43,500 | | | 30,38,500 |

78. As per clause 6(i) of the allotment letter dated 27.10.2016, possession of the plot was to be given within 90 days from the date of issue of allotment letter. Therefore, the due date of possession works out to be 25.01.2017. However, the payment of first installment of the balance 75% of the price of the plot was due on 27.10.2017. Therefore, due to default of delay in possession on the part of the appellant-promoter with effect from 26.01.2017, the respondent-allottee, as per provisions under clause 9.1 of the Form 'Q' (i.e. the 'agreement for sale' prescribed, in terms of Section 13(2) of the Act, under Rule 8(1) of the Rules) read with its clause 9.2(i), is entitled to stop making further payments to the promoter as demanded by the promoter and that if the allottee stops making payments, the promoter shall correct the situation by completing the construction milestones and only thereafter, the allottee will be required to make the next payment without any penal interest.

79. However, the allottee did pay first and second installments of the balance 75% of the price of the plot due on 27.10.2017 and



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27.04.2018 respectively, along with 12% scheme interest, but each with some delay, on 13.02.2018 and 04.01.2019 respectively; and has paid an amount of Rs. 10,00,000/- on 12.04.2021, whereas no document placed on record before this tribunal even suggests that possession of the plot has ever been offered by the appellant to the respondent No.1. Rather, the appellant has admitted on record that the possession of the plots in the scheme in question has been delayed due to some technical reasons which were beyond the control of the appellant and has claimed to have given certain reliefs to the allottees due to non-handing over the possession of the plots within stipulated time, in terms of decisions taken by its Empowered Committee pursuant to speaking order dated 20.09.2018 passed by its Chief Administrator consequent upon decision dated 20.04.2019 of Hon'ble Punjab and Haryana High Court in CWP-9989-2018.

80. As already mentioned above, in Application No. 203 of 2022 filed in Appeal No. 118 of 2019 on behalf of allottee in that case in this very project, it has been alleged by that allottee that the appellant-promoter is not in a position to provide possession because it has neither the completion certificate nor the electricity connection.

81. The promoter is squarely at fault even in this case.

FOURTEENTH CASE (APPEAL NO. 4 OF 2022):

82. This case, pertaining to Appeal No. 4 of 2022 (**Punjab Urban Planning and Development Authority, Amritsar versus Manjit Singh and another**) is similar to the thirteenth case pertaining to Appeal No. 3 of 2022 (**Punjab Urban Planning and Development Authority, Amritsar versus Avtar Kaur and another**), except that in this case no payment has been made by the



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allottee (respondent No. 1) towards the balance 75% amount and the allottee in his complaint bearing GC No. 15892020 filed on 20.04.2020 has claimed to have paid initial 25% of the price of the plot along with 2% cancer cess. The order dated 21.05.2021 of the Authority in this case differs, with respect to its even dated order pertaining to Appeal No. 3 of 2022, to extent of non-payment of any amount towards 75% amount.

- 83.** As per clause 6(i) of the allotment letter dated 27.10.2016, possession of the plot was to be given within 90 days from the date of issue of allotment letter. Therefore, the due date of possession works out to be 25.01.2017. However, the payment of first installment of the balance 75% of the price of the plot was due on 27.10.2017. Therefore, due to default of delay in possession on the part of the appellant-promoter with effect from 26.01.2017, the respondent-allottee, as per provisions under clause 9.1 of the Form 'Q' (i.e. the 'agreement for sale' prescribed, in terms of Section 13(2) of the Act, under Rule 8(1) of the Rules) read with its clause 9.2(i), is entitled to stop making further payments to the promoter as demanded by the promoter and that if the allottee stops making payments, the promoter shall correct the situation by completing the construction milestones and only thereafter, the allottee will be required to make the next payment without any penal interest.

- 84.** As the possession of the plot has not been offered by the appellant, the promoter is squarely at fault even in this case.



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MY DECISION IN THE PRESENT APPEALS:

85. In view of above discussions, I deem it appropriate to set aside the following orders passed by the Authority:-

| Appeal No. | Authority's order dated | Complaint No. | Allottee(s) |
|-------------|-------------------------|---------------|--------------------|
| 93 of 2019 | 09.07.2019 | GC-10632018 | Gurmukh Singh |
| 115 of 2019 | 20.09.2019 | GC-10262019 | Satwinder Singh |
| 116 of 2019 | 20.09.2019 | GC-10362019 | Daljeet Kaur |
| 117 of 2019 | 20.09.2019 | GC-10282019 | Harjinder Kaur |
| 118 of 2019 | 20.09.2019 | GC-10372019 | Channd Kanwar |
| 119 of 2019 | 20.09.2019 | GC-10272019 | Gurjot Singh Gill |
| 120 of 2019 | 20.09.2019 | GC-10302019 | Jatinder Kaur |
| 121 of 2019 | 20.09.2019 | GC-10312019 | Satnam Singh |
| 122 of 2019 | 20.09.2019 | GC-10292019 | Sukhchain Singh |
| 123 of 2019 | 20.09.2019 | GC-10452019 | Harjot Singh Gill |
| 124 of 2019 | 20.09.2019 | GC-10252019 | Satnam Singh |
| 115 of 2021 | 07.09.2020 | GC-14032019 | Inderjit Chaudhary |
| 3 of 2022 | 21.05.2021 | GC-15922020 | Avtar Kaur |
| 4 of 2022 | 21.05.2021 | GC-15892020 | Manjit Singh |

86. In all the above mentioned fourteen appeals, it is hereby ordered that the promoter shall pay interest in terms of the proviso to Section 18(1) of the Act to the allottee(s) on all the amounts paid by the allottee towards the price of the plot (including the amount of Cancer Cess as well as scheme interest @ 12% per annum in case the balance 75% is paid in installments) for the period from the promised date of possession or from the respective dates of payments made by the allottee(s), whichever is later, till a date 60 days after valid offer of possession or till taking over of the possession by the allottee, whichever is earlier, at the State Bank of India highest Marginal Cost of Lending Rate prevailing from time to time plus 2% in terms of Rule 16 of the Rules.

87. The amount of interest @ 7% per annum paid by the promoter to the allottee(s) on the amount paid by the allottee(s) in lumpsum or/and the amount of scheme interest @ 12% per annum that was payable by the allottee(s) as a part and parcel of the installments but was refunded/adjusted/waived off, shall be adjusted from the amount of



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interest ordered above in terms of section 18(1) of the Act; and the net amount for the period up to 31.12.2022 shall be paid within 30 days of this order and such amount for the remaining period shall be paid by the promoter for every month by tenth of the following month. However, in case any amount is outstanding against the allottee(s) towards the price of the plot as per payment schedule, then aforesaid net amount shall first be adjusted against such outstanding amount.

88. The promoter shall not charge any penal interest for delay in payments for the period from the promised date of possession till the valid offer of possession.

89. A copy of this order be placed in each of the files of aforementioned fourteen appeals and also be sent to the parties as well as the Authority and thereafter, the files be consigned to the record room.



Sd/-
ER. ASHOK KUMAR GARG, C.E. (RETD.),
MEMBER (ADMINISTRATIVE/TECHNICAL)

December 21st, 2022

Certified To Be True Copy
Dhanraj Kumar
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh
01/02/2023