

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

APPLICATION NO.82 OF 2022 AND APPEAL NO. 53 OF 2022 PUNJAB URBAN DEVELOPMENT AUTHORITY VERSUS SURJIT SINGH AND ANR.	APPLICATION NO.81 OF 2022 AND APPEAL NO. 54 OF 2022 PUNJAB URBAN DEVELOPMENT AUTHORITY VERSUS HARSIMRAN KAUR ANR.
APPLICATION NO. 149 OF 2022 APPEAL NO. 90 OF 2022 PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY (PUNJAB), AMRITSAR VERSUS RENU ARORA	APPLICATION NO. 180 OF 2022 APPEAL NO. 121 OF 2022 PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY (PUNJAB), AMRITSAR VERSUS MUKESH NANDA AND ANR.
APPLICATION NO. 179 OF 2022 APPEAL NO. 122 OF 2022 PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY (PUNJAB), AMRITSAR VERSUS PREM NATH AND ANR.	APPLICATION NO. 178 OF 2022 APPEAL NO. 123 OF 2022 PUNJAB URBAN PLANNING AND DEVELOPMENT AUTHORITY (PUNJAB), AMRITSAR VERSUS ROOPIKA SALWAN AND ANR.

Present: Mr. Balwinder Singh, Advocate for the appellant.

CORAM: 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: (JUSTICE MAHESH GROVER (RETD.), CHAIRMAN)

Appeals No. 53, 54, 90, 121, 122 & 123 of 2022

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1. By this order we will dispose of all the following appeals since they involve common questions of facts and law.

Appeal No. 53 of 2022	PUDA Vs. Surjit Singh & Anr.
Appeal No. 54 of 2022	PUDA Vs. Harsimran Kaur & Anr.
Appeal No. 90 of 2022	Punjab Urban Planning & Development Authority (PUDA), Amritsar Vs. Renu Arora
Appeal No. 121 of 2022	Punjab Urban Planning & Development Authority (PUDA), Amritsar Vs. Mukesh Nanda & Another
Appeal No. 122 of 2022	Punjab Urban Planning & Development Authority (PUDA), Amritsar Vs. Prem Nath & Another
Appeal No. 123 of 2022	Punjab Urban Planning & Development Authority (PUDA), Amritsar Vs. Roopika Salwan & Another

2. The respondent filed a complaint under Section 31 of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as the Act alleging delayed possession and prayed before the Authority for grant of statutory benefits flowing from such a violation in terms of Section 18 of the Act.
3. The respondent applied for a plot in a project by the name of Guru Ram Dass Urban Estate, Airport Road, Amritsar being developed by the present appellant.
4. After having deposited 25% of the amount i.e. 9,00,000/- as initial payment, as per the requirement, the appellant was issued an allotment letter dated 03.11.2016. Clause 6(1) of this letter promised possession within 90 days

from the date of issuance of allotment letter which would come to be as 02.02.2017.

5. The possession however did not materialize within the stipulated time, leading to the complaint before the Real Estate Regulatory Authority (hereinafter known as the Authority) under the Act with a grievance that the development works have not been completed and the appellants till the date of submissions before the Authority in the complaint, neither obtained the completion certificate nor completed the development works despite having received 86% of the payment.
6. A prayer was thus made that directions be issued to the appellant to hand over possession after completion of development works and to pay interest @ 12% per annum for the delayed possession. Prayer was also made for grant of litigation expenses.
7. The appellant responded to the complaint by submitting a reply dated 01.02.2021 ^{has} and contended that 75% balance amount had to be paid by the respondent allottee in accordance with condition No. 03 of the allotment letter upto 28.10.2019 by way of installments along with interest @ 12% per annum. It was pleaded that the allottee was informed vide letter dated 19.11.2019 regarding the outstanding amount of Rs.11,12,723/- that

was due upto 21.08.2019. The delay in handing over of possession of plot was admitted but attributed to technical and other reasons including non-payment of installments by the allottee as per the schedule.


8. It appears that the allottee went up in a writ petition before the Hon'ble High Court but that may not be relevant to the present controversy as it was merely disposed of with direction to the appellant to pass a speaking order after hearing the allottee.
9. This was indeed done and the Empowered Committee decided the issue regarding imposition of interest on delayed payments. Consequently no interest was to be charged from the allottee.
10. By that as it may all this i.e the proceedings before the Hon'ble High Court and the resultant decision of the Court would not in any way impinge upon the controversy before us considering the limited grievance of the respondent (allottee) with regard to the delayed possession and his plea for grant of statutory benefits on account thereof.
11. The Authority considered the oral as also the written submissions submitted by the parties and concluded as below:-

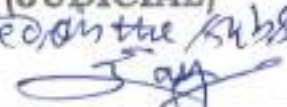
- i. *The respondent shall pay interest @ 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) w.e.f. 02.02.2017 on Rs.9,00,000/-, being 25% of the initial amount paid before issuance of allotment letter. This interest shall be paid till valid offer of possession is made to the complainant. This amount shall be calculated, in the first part, till the date of this order.*
 - ii. *The respondent shall also pay interest @ 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) on the balance amount, paid by the complainant by way of installments, subsequent to the promised date of possession of 02.02.2017. This interest shall be O calculated from the date the Installments were paid till valid offer of possession is made to the complainant.*
 - iii. *The complainant shall also be liable to pay interest @ 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) only on the Basic Sale Price for delay in making payment of installments, as per the agreed upon payment schedule in terms of Clause 3.2 (II) of the allotment letter.*
 - iv. *The amount payable by the respondent shall be adjusted towards the amount payable by the complainant, if any. A fresh demand letter be issued to the complainant in above terms within 60 days of this order.*
 - v. *The amount payable, as per the fresh demand letter shall be adjusted at the time of actual offer of possession, as the case may be.*
12. Learned counsel for the appellant while impugning the order of the Authority dated 17.11.2021 has argued that since the aforesaid reliefs granted to the allottees burden the appellants with payment of interest @ ^{9.30%} 9.3% per annum, it exonerates the respondent allottee from paying agreed rate of interest @ 12% while limiting his liability to 9.3%. It is thus argued that this amounts to a dual benefit to the allottee as the interest of 12% which was

agreed upon at the time of allotment letter has been waived off to the detriment of the appellant.

13. Having heard the learned counsel for the appellant at some length we are of the opinion that the impugned order does not warrant any interference particularly when concededly there has been unjustifiable delay in handing over possession which cannot absolve the appellant of the statutory liability. Likewise there is a comparable default by the allottee in not adhering to the payment schedule. Therefore the Authority was right in binding the parties to a similar benefit by granting interest @ 9.3% for their respective defaults.
14. The order being equitable, is also in accordance with the provisions of the Act, and thus needs no interference.
15. With the aforesaid observation the appeal stands dismissed.
16. Files be consigned to record room and a copy of the order be communicated to the parties.


JUSTICE MAHESH GROVER (RETD.)
CHAIRMAN


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

*My view is appended on the subsequent page
herein*

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

**Appeal No. 53 of 2022, Appeal No. 54 of 2022, Appeal No. 90 of 2022
and Appeal No. 121 of 2022 to Appeal No. 123 of 2022**

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

APPEAL NO. 53 OF 2022

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

.....Appellant

Versus

1. **Surjit Singh** R/o 64 Krishna Square-2, Backside Celebration Mall
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. 54 OF 2022

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

.....Appellant

Versus

1. **Harsimran Kaur** R/o 46 Hukam Singh Road, Street No. 3
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. 90 OF 2022

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

.....Appellant

Versus

1. **Renu Arora** R/o Dharam Shaleti, 43, Shaheed Bhagat Singh
Market, Near Bus Stand, 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. 121 OF 2022

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

.....Appellant

Versus

1. **Mukesh Nanda** R/o House No. 581, Kucha Panditan, Katra Bhai
Sant Singh, Amritsar, Punjab-143001.

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

....Respondents

APPEAL NO. 122 OF 2022

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

.....Appellant

Versus

1. **Prem Nath** R/o 139, Golden Avenue, Ram Tirath, 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. 123 OF 2022

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

.....Appellant

Versus

1. **Roopika Salwan** R/o 53, Model Town, Lane-3, Amritsar, Punjab-
143001.
2. Real Estate Regulatory Authority, First Floor, Plot No.3, Block-B,
Madhya Marg, Sector-18/A, Chandigarh-160018.

....Respondents

Present: Mr. Balwinder Singh, Advocate for the appellant in all the six
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 (ADMN./TECH.) – HIS VIEW)**

**Appeal No. 53 of 2022, Appeal No. 54 of 2022, Appeal No. 90 of 2022
and Appeal No. 121 of 2022 to Appeal No. 123 of 2022**

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1. By this common order, I shall dispose off above mentioned six appeals bearing Appeal No. 53 of 2022 (**Punjab Urban Planning and Development Authority versus Surjit Singh and another**), Appeal No. 54 of 2022 (**Punjab Urban Planning and Development Authority versus Harsimran Kaur and another**), Appeal No. 90 of 2022 (**Punjab Urban Planning and Development Authority versus Renu Arora and another**), Appeal No. 121 of 2022 (**Punjab Urban Planning and Development Authority versus Mukesh Nanda and another**), Appeal No. 122 of 2022 (**Punjab Urban Planning and Development Authority versus Prem Nath and another**) and Appeal No. 123 of 2022 (**Punjab Urban Planning and Development Authority versus Roopika Salwan and another**) filed against various allottees of the same project against six orders dated 17.11.2021, 17.11.2021, 06.01.2022, 17.11.2021, 17.11.2021 and 17.11.2021 all passed by the Real Estate Regulatory Authority, Punjab (*hereinafter referred to as the Authority*), except that the order dated 06.01.2022 in case of Appeal No. 90 of 2022 is passed by Sh. A.P. Singh, Member of the Authority, in six complaints bearing GC No. 17932020, 18382020, 18392020, 18142020, 16122020 and 18572020 instituted on 10.12.2020, 11.01.2021, 11.01.2020, 11.01.2021, 14.10.2020 and 26.01.2021 respectively.
2. All these six appeals arise from the complaints pertaining to same project namely 'Guru Ram Das Urban Estate, Airport Road, Jail Site Amritsar', similar allotment letters for allotment of residential plots pursuant to their applications for allotment @ Rs. 18,000/- (with 10% extra for a corner plot, 5% for a plot facing park and 15% for a plot having both these advantages). Therefore, this common judgment is hereby being given in these six appeals.

FIRST CASE (APPEAL NO. 53 OF 2022):

3. In this case relating to Appeal No. 53 of 2022 (**Punjab Urban Planning and Development Authority versus Surjit Singh and another**), the respondent No. 1 (*hereinafter also referred to as the allottee or the complainant*) filed his complaint bearing GC No. 1793 of 2020 on 10.12.2020 against Punjab Urban Planning and Development Authority (*the appellant, hereinafter also referred to as the promoter or PUDA*) in Form 'M' before the Authority 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 Rules, 2017 (*hereinafter referred to as the Rules*), wherein the respondent No. 1-complainant has inter alia alleged that possession of the plot No. 259 at Guru Ram Dass Urban Estate, Airport Road, Amritsar allotted to him was scheduled to be handed over by the appellant to him within 90 days of issue of allotment letter dated 03.11.2016, but the same was not handed over due to lack of development despite having made some payments towards the price of the plot.
4. It has also been mentioned by the complainant in his complaint (i) that prior to filing of present complaint, he filed CWP-9989-2018 before Hon'ble Punjab and Haryana High Court titled as "**Jaswant Singh and others versus State of Punjab and others**", which was disposed off on 24.04.2018 directing the appellant to decide the representation, which in turn was decided by the appellant by passing detailed speaking order dated 20.09.2018, thereby holding that no interest on the installment of balance 75% will be charged from the allottees till the site is ready for possession; (ii) that

**Appeal No. 53 of 2022, Appeal No. 54 of 2022, Appeal No. 90 of 2022
and Appeal No. 121 of 2022 to Appeal No. 123 of 2022**

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therefore, the complainant kept depositing only the principal amount of the installments.

5. The allottee-complainant, vide his above mentioned complaint, have prayed the Authority to direct the promoter (i) to hand over possession with complete development; (ii) to pay interest for delayed possession @ 12% per annum or more in terms of order passed by the Authority in **Prem Nath Sharma versus State of Punjab and others** and as envisaged in the speaking order passed by the Chief Administrator Mohali pursuant to judgment dated 24.04.2018 in **Jaswant Singh** (Supra); (iii) to pay interest on amount which the promoter is liable to pay as per statutory provisions of the Act; (iv) not to charge any penalty from the complainant; and (v) to pay litigation expenses.
6. The appellant-promoter, in its reply dated 28.01.2021 to the complaint, has inter alia submitted before the Authority (i) that the complainant failed to make payment of installments as per payment schedule of the allotment letter and vide letter dated 19.11.2019, the promoter asked the complainant to deposit an amount of Rs. 11,12,723/- that was due up to 31.08.2019; (ii) that possession was delayed due to some technical reasons and also due to non-deposit of amount towards the price of the plots by some allottees including the complainant; (iii) that keeping in view the order dated 24.04.2018 passed by Hon'ble Punjab and Haryana High Court and the speaking order dated 20.09.2018 passed by the Chief Administrator, PUDA, the Empowered Committee of the Government of Punjab, in its meeting held on 15.05.2019, has given certain reliefs to the allottees; (iv) that the claim of the complainant for interest as per Section 18(1) of the Act on amount

deposited towards 75% of price of the plot is dual benefit for the same cause of action because interest component of installments, which otherwise is payable by the allottees along with the principal amount component of the installment, has not been charged in compliance of the orders passed by Hon'ble Punjab and Haryana High Court; (v) that CWP-20288-2018 titled "**Ranjit Singh versus State of Punjab and others**" on the issue involved in the present complaint and of the same project is pending before the Hon'ble High Court besides appeal No. 124 of 2019 (**Satnam Singh versus PUDA**) and connected matters, etc before this Tribunal.

7. The Authority, vide its order dated 17.11.2021, decided the complaint as under:-

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

i. As per allotment letter dated 03.11.2016, possession was to be handed over within 90 days of the issuance of allotment letter as per Clause 6. Accordingly, the promised date of possession was 02.02.2017

ii. The respondent failed to complete the development activities till the date of this order. Further, the respondent has not made any valid offer of possession at the time of this order.

iii. The matter pending before Punjab and Haryana High Court 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 complaint, as that writ has been filed by an allottee who had deposited the complete amount, with interest thereon and was seeking the refund of interest paid by him. In the present case, the allottee has paid 86% of the amount, strictly as per the payment schedule but without the interest calculated @ 12% on each of the installments. However, he has sought refund of

the interest which he has not paid. Hence, the facts of and the relief sought in the two cases are entirely different and therefore there is no bar on the jurisdiction of this authority.

iv. Since the present complaint has been filed U/s. 31 of the Act alleging contraventions of Section 18, this Authority is fully within its jurisdiction to adjudicate the matter and any decision by the Empowered Committee does not limit its role. In view of the fact that respondent has failed to offer possession, even after a delay of more than 4 ½ years, at the time of this order, the complainant is entitled to relief under the provisions of 18(1) of the Act.

v. The complainant has miserably failed to make timely payment of the pending 75% of the price of the plot, within the stipulated period, as per Clause 3.2(ii) of the payment plan. Sufficient evidence has been advanced by the respondent in support of this contention. Hence, the complainant is liable to pay interest, on the delayed payment of 75% of the amount, as provided U/s. 19(6) of the Act.

7. We had earlier, in the case of Avtar Kaur Vs. PUDA in GC No. 1592 of 2020/Manjeet Singh Vs. PUDA in GC No. 1589 of 2020, relating to the same project, held that only the respondent would be liable to pay interest, at the prescribed rate, for the delay in delivery of possession. We have carefully considered this earlier decision and are of the view that the Act clearly stipulates that it is not only the promoter but also the allottee, who have the obligation to make payment, as per the terms contained in the agreement/allotment. This obligation of the allottee is stipulated in Clauses 19(6) & 19(7) of the Act. Hence, in order to have a balanced view of the matter, it is necessary that both parties be bound by their respective obligations; and the consequences of delay should not be visited upon the promoter alone. We therefore now consciously adopt a different view from the decision in Avtar Kaur/Manjeet Singh (supra). Accordingly, the

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complaint is partly accepted and the following is ordered:

- i. The respondent shall pay interest @ 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) w.e.f 02.02.2017 on Rs.9,00,000/-, being 25% of the initial amount paid before issuance of allotment letter. This interest shall be paid till valid offer of possession is made to the complainant. This amount shall be calculated, in the first part, till the date of this order.*
- ii. The respondent shall also pay interest @ 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) on the balance amount, paid by the complainant by way of installments, subsequent to the promised date of possession of 02.02.2017. This interest shall be calculated from the date the installments were paid till valid offer of possession is made to the complainant.*
- iii. The complainant shall also be liable to pay interest 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) only on the Basic Sale Price for delay in making payment of installments, as per the agreed upon payment schedule in terms of Clause 3.2 (ii) of the allotment letter.*
- iv. The amount payable by the respondent shall be adjusted towards the amount payable by the complainant, if any. A fresh demand letter be issued to the complainant in above terms within 60 days of this order.*
- v. The amount payable, as per the fresh demand letter, shall be adjusted at the time of actual offer of possession, as the case may be.*
- vi. No other relief is made out."*

It is pertinent to mention here that after payment of an additional amount of Rs. 5,00,000/- by the respondent No. 1 on 11.04.2022, the percentage of amount paid, mentioned as 86% under paragraph 6(iii) of the impugned order dated 17.11.2021, rises to 100% in this case.

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8. Aggrieved by the aforementioned order dated 17.11.2021 of the Authority, the allottee filed his appeal dated 28.02.2022 before this Tribunal, praying therein to set aside and quash the impugned order dated 17.11.2021 and to dismiss the complaint.
9. The facts of the case, as mentioned by the appellant in its appeal, inter alia are (i) that the appellant framed a scheme for allotment of residential 389 plots at Sri Guru Ram Dass Urban Estate, Ajnala Road Amritsar, the terms and conditions of which were detailed in the brochure; (ii) that the respondent No. 1 applied for a plot of size 200 square yards on 30.12.2015 in the scheme; (iii) that being successful in the draw of lots held on 09.03.2016, the respondent No. 1 was issued Letter of Intent (LoI) dated 29.04.2016 for allotment of a plot measuring 200 square yards on terms and conditions contained therein; (iv) that the respondent No. 1 accepted the LOI and deposited 15% of the price of the plot within stipulated period, after which allotment letter for residential plot No. 259 measuring 200 square yards was issued on 03.11.2016, containing almost the same terms and conditions as mentioned in the brochure and the LoI; (v) that the schedule for the payment of balance 75% of the price of the plot, given under clause 3 of the allotment letter, was revised vide letter dated 27.02.2017.
10. The appellant in its appeal and during his arguments before us, prayed to set aside and quash the impugned order dated 17.11.2021, inter alia on the following grounds, besides the ones already mentioned above while discussing its reply to the complainant:-

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- (i) that as per the payment schedule given in the allotment letter, if allottees opt for payment in installments, then they would have to pay interest @ 12% per annum;
- (ii) that the appellant has waived off 12% interest on installments and the Authority also has awarded interest @ 9.30% per annum on the same amount and for the same reason i.e. non-delivery of possession within stipulated period;
- (iii) that Hon'ble Supreme Court of India in Civil Appeal No. 4942-4945 of 2019 (**DLF Homes Panchkula versus D.S. Dhanda**) in its judgment delivered on 10.05.2019 held that the award under various heads in respect of the same default is not sustainable;
- (iv) that the respondent No. 1 had not disclosed that he, along with Jaswant Singh and others, had filed CWP-9989-2018 (**Supra**) disposed off on 24.04.2018;
- (v) that the observation of the Authority, that the matter involved in CWP-20288-2018 does not relate in any manner to the subject matter of the present complaint, is wrong;
- (vi) that as per the reports dated 10.09.2019 and 06.09.2019 of Divisional Engineers (Civil) and (Public Health), produced before the authority at the time of arguments, the development works of the project stood completed and possession is ready to be delivered to the allottees.

MY FINDINGS:

- 11.** As per the brochure of the appellant's scheme for allotment of 389 residential plots at Guru Ram Das Urban Estate, Ajnala Road, Amritsar @ Rs. 18,000/- per square yard plus 2% cancer cess (with

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10% extra for corner plots, 5% for facing park plots and 15% extra for plots having both of these locational advantages), which was to remain open from 25.11.2015 to 31.12.2015, the residential plots have been offered to the perspective buyers, to be allotted through draw of lots if the applicants are more than number of plots available under a particular category. The terms and conditions mentioned in the brochure include the following ones, which are relevant in the present cases:-

- (i) The applicants were required to deposit 10 % price of the plot along with application, 15% within 30 days of issue of the LOI along with 2% cancer cess and the balance 75% either in lump-sum without any interest within 60 days from issue of allotment letter or in 6 equated half-yearly installment along with the interest @ 12% per annum with first installment becoming due after one year from the date of issue of allotment letter. In case balance 75% payment is made in lumpsum within 60 days from the date of issue of allotment letter, a rebate @ 5% on this amount was admissible. However, in case payment of amount due is made in lumpsum subsequently at any stage, a rebate of 5% on the balance principal amount was admissible.
- (ii) The possession of the 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.

12. The respondent No. 1 applied for a plot of 200 square yards by submitting his application form No. 1324 on 30.12.2015 along with a bank draft dated 30.12.2015 for Rs. 3,60,000/-; and on being

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successful in draw of lots held on 09.03.2016, Lol dated 29.04.2016 was issued to him by the appellant, as per which a sum of Rs. 5,40,000/- towards 15% price of the plot along with an amount of Rs. 72,000/- towards 2% cancer cess was payable within 30 days from the date of issue of Lol (excluding date of issue). Thereafter, vide allotment letter dated 03.11.2016, plot No. 259 measuring 200 square yards was allotted to the respondent No. 1.

13. Clause 2 titled "PRICE" of the said allotment letter dated 03.11.2016, after incorporating the schedule of payment in installments as amended vide the appellant's letter dated 27.02.2017, reads as under:-

"2. **PRICE**

i) *The price of Residential Plot is Rs. 36,00,000/- (Thirty Six Lac only) @ Rs. 18,000/- per Sq Yard.*

ii) **PAYMENT SCHEDULE**

3.1 *For initial 25%*

i) *Payment of Rs. 9,00,000/- 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. 27,00,000/- (Twenty Seven Lac 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:-*

<i>Installment no.</i>	<i>Due date</i>	<i>Principal Amount</i>	<i>Interest</i>	<i>Total Amount Payment</i>
1	2	3	4	5
1	03/11/2017	4,50,000/-	3,24,000/-	7,74,000/-
2	03/05/2018	4,50,000/-	1,35,000/-	5,85,000/-
3	03/11/2018	4,50,000/-	1,08,000/-	5,58,000/-

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4	03/05/2019	4,50,000/-	81,000/-	5,31,000/-
5	03/11/2019	4,50,000/-	54,000/-	5,04,000/-
6	03/05/2020	4,50,000/-	27,000/-	4,77,000/-
Total		27,00,000/-	7,29,000/-	34,29,000/-

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 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) -----XXXXXXXXXXXXXXXXXXXXX-----

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.*

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

xi) to xv) -----XXXXXXXXXXXXXXXXXXXXX----- "

14. 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."

15. The respondent No. 1, vide his letter dated 30.10.2017, requested the appellant to postpone/re-schedule the installment as possession has not been given.

16. Sh. Jaswant Singh son of Sh. Rattan Chand, Sh. Balraj Singh son of Sh. Amarjit Singh, Sh. Amarjit Singh son of Sh. Balwant Singh

and Sh. **Surjit Singh** son of Sh. Faqir Singh (the respondent No. 1 herein) filed their writ petition dated 17.04.2018 bearing CWP No. 9989 of 2018 in the High Court against State of Punjab, the Chief Administrator, PUDA, Mohali and the Chief Administrator, PUDA, Amritsar praying therein to direct the respondents to hand over qualitative physical possession as promised during the draw held on 09.03.2016 and the brochure, to postpone/re-schedule the installments of balance payments from the date of such possession, to charge interest on the balance payment from the date of handing over such possession, to pay interest @ 18% per annum from March 2016 till handing over such possession on payments made by the petitioners therein and to allow 5% rebate within 60 days from the date of handing over such possession on balance payment after deducting the amount paid by them and without charging any interest.

17. Perusal of the decision dated 24.04.2018 of Hon'ble High Court of Punjab and Haryana in aforementioned CWP-9989-2018 (**Jaswant Singh and others versus State of Punjab and others**) inter alia reveals that the cause of the petition in that case has arisen due to no response of the appellant herein to the representation dated 08.02.2018 of the petitioners therein for waiving of interest on the due installments of payment of plots and for recovery of interest on 25% of the payment made the petitioners from the date of payment till the handing over qualitative possession of the plot. As prayed by learned counsel for the petitioners therein, Hon'ble High Court disposed off the CWP-9989-2018 by granting liberty to petitioners No. 1 to 3 and the petitioner No. 4 therein to file a detailed and comprehensive representation raising all the pleas as raised in the writ petition before the respondent No. 2 therein who was in turn

directed to decide the same by passing a speaking order, in a time bound manner.

18. The perusal of 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**), inter alia reveals that (i) the petitioners in the CWP-9989-2018, vide their detailed representation dated 22.05.2018 to the Chief Administrator, Amritsar Development Authority, stated that they were being charged the interest on the amount of installments of the price of the plots as per the condition of the allotment letter issued in December 2016, however possession has not been handed over to them due to lack of development and prayed that the due amount of installments be postponed/re-scheduled till the development of colony and further interest on the due installments may be waived off; (ii) the relevant condition/clause with regard to possession of plot in the brochure for inviting applications for allotment of 389 residential plots on 25.11.2015 (draw held on 09.03.2016) do not contain a stipulation viz "*No interest will be charged during development period i.e. till the site is ready for possession.*" which is there in the brochure for inviting applications for allotment of balance residential plots on 15.09.2016 (draw held on 16.11.2016); (iii) the development works had already been started but were expected to be completed within 15 months of allotment of the work; (iv) in compliance of the order dated 22.11.2016 passed by the Hon'ble High Court in CWP-4108-2016 (**Ram Kishan and others versus State of Haryana and others**), certain policy decisions, including the decision with regard to allotment of sites through draw of lots as mentioned under paragraph 3 of the proceedings of the meeting held on

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02.01.2017 under the chairmanship of the Additional Chief Secretary (Development), Government of Punjab, were taken; and as mentioned in the aforesaid order dated 22.11.2016 of the Hon'ble High Court, all the allottees have to be treated on parity without any discrimination; (iv) therefore, it was concluded and directed vide aforesaid speaking order dated 20.09.2018 that no interest on the installments on the balance 75% of the price of the plots be charged from the allottees (who were successful in the draw held on 09.03.2016) 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.

19. Thereafter, the matter had been considered by the Empowered Committee (OUVGL) of the Government of Punjab in its 49th meeting held on 15.05.2019. As per copy of the agenda and copy of the respondent-authority's memo dated 22.05.2019, (i) The land of Old Jail Site, Airport Road, Amritsar known as Shri Guru Ram Dass Urban Estate, Amritsar was transferred to PUDA under OUVGL scheme; (ii) Out of 576 residential plots of different sizes carved out, applications were invited for 389 residential pots from 25.11.2015 to 31.12.2015; (iii) Draw for 533 applications received was held on 09.03.2016, out of which 284 applications succeeded to get plots; (iv) Thereafter the applications for 280 residential plots were invited from 15.09.2016 to 10.10.2018, against which only 97 applications were received, out of which 84 applicants were successful to get plots; (v) During both these draws, total 364 plots were sold, out of which some allotments has been canceled since the applicants had not deposited the 25% amount and some applicants had surrendered their plots; (vi) The allotments for 228

plots were issued in respect of both these draws; (v) Some allottees of the plots allotted during the draw held on 09.03.2016 of Shri Guru Ramdas Urban Estate, Amritsar, had filed CWP No. 9989 of 2018 before the Hon'ble Punjab and Haryana High Court (titled as **Jaswant Singh and others versus State of Punjab and others**), in which the Chief Administrator, PUDA, Mohali or the person authorized by him was directed by the Court to pass speaking order; (vi) Accordingly, the Chief Administrator, PUDA, Mohali passed the speaking order on 20.09.2018 as follows "*No interest on the installments 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.*"; (v) According to which the interest on the 75% amount of installments has been waived off; (vi) some allottees, who had deposited the lump sum amount, represented to give 12% interest on the amount deposited by them; (vii) some allottees, who have deposited the installments along with interest, are demanding refund of such interest; (viii) the proposals, made in view of foregoing background, for consideration by the Committee regarding giving 7% interest (after adjusting 5% rebate for lumpsum payment out of demanded 12% interest), refund/adjustment of the interest already paid with installments and charging of only penalty of 3%, 4% or 5% without 12% normal interest in case of delay in payment, as detailed in the said agenda item No. 49.07, were approved by the respondent-authority's Empowered Committee (OUVGL) in its meeting held on 15.05.2019.

20. As per letter dated 10.09.2019 of the Divisional Engineer (Civil), Amritsar Development Authority, Amritsar, basic amenities

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relating to civil works such as approach road etc, are available and as such possession of plots except school site can be given to the allottees; and as per letter dated 06.09.2019 of the Divisional Engineer (PH), Amritsar Development Authority, Amritsar, the works of water supply and sewerage line are complete and possession of plots except school site can be given to the allottees.

21. One of the grounds of the appeal taken by the appellant is that as per aforementioned two reports dated 10.09.2019 and 10.06.2019, the development works of the project stood completed and possession is ready to be delivered.
22. If the possession was ready, as claimed by the appellant, then one wonders why it was not offered at that time.
23. The appellant, vide its miscellaneous application dated 23.05.2022 bearing Application No. 113 of 2022, has sought to place on record inter alia a copy of its letter dated 27.05.2020 offering possession of the plot to the respondent No. 1. This document has neither been placed on record with the appeal nor has been noticed to be mentioned in any of the documents placed on record before this Tribunal. The said letter dated 27.05.2020 of the appellant is in response to some letter received by the appellant on 03.03.2020, wherein it has inter alia been intimated that zoning plan had been passed and therefore the respondent No. 1 has been directed to take possession.
24. The appellant, vide its aforesaid Application No. 113 of 2022 in the present appeal, has also sought to place on record a copy of the revised calculation sheet dated 17.05.2022 along with a demand draft dated 17.05.2022 towards pre-deposit in terms of proviso to Section 43(5) of the Act. In the said revised calculation sheet, the

date of possession is shown as 27.05.2020 (whereas in the original calculation sheet, the date of possession was shown as 31.08.2019).

25. Perusal of aforementioned two reports dated 10.09.2019 and 10.06.2019 of the appellant's Divisional Engineers (Civil) and (Public Health) reveals that nothing is mentioned in these reports about the electrical works. However, during the proceedings before this Tribunal in respect of the appellant's another appeal bearing Appeal No. 115 of 2021 (**Punjab Urban Planning and Development Authority versus Inderjit Chaudhary and another**) on 04.08.2022, Application No. 202 of 2022 of that allottee of the same project came up before this Tribunal, for placing on record certain documents. In this application the respondent has alleged that when he approached for taking possession and demarcation, he came to know that the appellant is not in a position to provide possession because neither they have the completion certificate nor they have electricity connection. As per Memo dated 10.06.2022 of Punjab State Power Corporation Limited (PSPCL) annexed as P-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.
26. While claiming interest payable by the complainant-allottee to the appellant-promoter in terms of paragraph 7(iii) of the impugned order dated 17.11.2021, the appellant, in its aforesaid revised calculation sheet, has shown receipt of an amount of Rs. 27,00,000/- (Rs. 22,00,000/- by 23.03.2021 and Rs. 5,00,000/- on 11.04.2022) from the respondent No. 1 towards only principal component of installments of the balance 75% of price of the plot

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(beside receipt of Rs. 9,00,000/- towards 25% of the price). The same is being tabulated hereunder viz-a-viz amended payment schedule dated 27.02.2017 for payment in installments of the balance 75% of the price of the plot:-

Installments due as per clause 3.2(ii) of the allotment letter					Payment made	
No.	Principal	Interest	Total	Due Date	Date	Amount
1 st	4,50,000	3,24,000	7,74,000	03.11.2017	03.11.2017	4,50,000
2 nd	4,50,000	1,35,000	5,85,000	03.05.2018	13.05.2019	2,80,000
3 rd	4,50,000	1,08,000	5,58,000	03.11.2018	20.07.2020	6,30,000
4 th	4,50,000	81,000	5,31,000	03.05.2019	15.12.2020	3,05,000
5 th	4,50,000	54,000	5,04,000	03.11.2019	28.12.2020	50,000
6 th	4,50,000	27,000	4,77,000	03.05.2020	18.01.2021	60,000
					23.03.2021	4,25,000
					11.04.2022	5,00,000
Total	27,00,000	7,29,000	34,29,000			27,00,000

27. Admittedly as per clause 6(i), titled "POSSESSION AND OWNERSHIP", of the allotment letter, possession of the plot was to be given by the appellant within 90 days from the date of issue of allotment letter dated 03.11.2016 i.e by 01.02.2017. The appellant has not even made valid offer of possession. Thus, the appellant was under the condition of default since 02.02.2017, before the due date of payment of first installment of the balance 75% of the price plot i.e. 03.11.2017. Hence, in terms of clause 9.1 of the Form 'Q' appended to the Rules read with its clause 9.2, the respondent No. 1 was well within its right to stop making further payments to the promoter as demanded by the promoter and only after the promoter-appellant corrects the situation, the allottee-respondent No. 1 will be required to make the next payment without any penal interest; and an allottee, who does not intend to withdraw from the project, shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the plot.

28. In view of above, only the appellant is squarely at fault and the allottee-respondent No. 1 is entitle to payment of interest in terms of proviso to Section 18(1) of the Act for delay in possession.
29. However, this Tribunal, in its judgment dated 31.12.2015 in Appeal No. 230 of 2020 and Appeal No.231 of 2020 (*supra*), has inter alia 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 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."

- 30.** In view of above discussion, paragraph 7(iii) of the order dated 17.11.2021 passed by the Authority in the complaint bearing GC No. 17932020 is liable to to be set aside, at least till a valid offer of possession of the plot; and the appellant is liable to pay interest for delay in possession in terms of the proviso to Section 18(1) of the Act as per paragraphs 7(i) and 7(ii) of the aforesaid order dated 17.11.2021 but after reducing the amount so payable by the amount of 12% scheme interest for payment of the balance 75% of the price of the plot in installments (which is payable by an allottee even if the payments of such installments is made well in time as per the payment schedule) which stood waived off by the appellant 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 compliance to the order 24.04.2018 passed by Hon'ble High Court in CWP-9989-2018 (*Supra*) or otherwise, for delay in possession.
- 31.** Despite specific directions by this Tribunal to the appellant right from the beginning, the appellant has not removed discrepancy in the calculation sheet for pre-deposit in the true spirit of the provisions under Section 43(5) of the Act to deposit total amount to be paid to the allottee including interest and compensation

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imposed on him, if any, or with both, as the case may be, before the said appeal is heard.

32. Along with its appeal, the appellant has moved an application dated 29.04.2022 bearing Application No. 82 of 2022 for condonation of delay of 10 days claiming therein that the order dated 17.11.2021 was received by the appellant's office on 03.01.2022. The delay is claimed to be caused due to guidelines issued by the Central/State Government on account of Corona Virus coupled with lengthy procedure of the appellant's office, the record of the case being at Amritsar and decision on the impugned orders was to be taken by its Head Office at S.A.S. Nagar. It has also been contended in the said application for condonation of delay that Hon'ble Supreme Court of India vide its order dated 10.01.2022 directed that in cases where the limitation would have expired during the period between 15.03.2020 till 28.02.2022, notwithstanding the actual period of limitation remaining, all persons shall have a limitation period of 90 days from 01.03.2022; and it has therefore been claimed that the present appeal is being filed within the limitation granted by Hon'ble Supreme Court. This claim of the appellant is wrong in the present case, because the limitation would have expired in this case after 28.02.2022. However, the considering its other contentions, the delay can be condoned, in the interest of justice.

SECOND CASE (APPEAL NO. 54 OF 2022):

33. An appeal dated 28.02.2022 bearing Appeal No. 54 of 2022 (**Punjab Urban Planning and Development Authority versus Harsimran Kaur and another**) has been filed against the order

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dated 17.11.2021 passed by the Authority in the complaint bearing GC No. 1838 of 2020 instituted on 11.01.2021.

- 34.** The conclusions and operative part of the order of the Authority in this case are more or less identical to the ones made in first case discussed above except minor differences, most of which are due to difference in the date of allotment letter i.e. 04.11.2016 and size and location of the plot allotted i.e. plot No. 108-PF measuring 256.67 square yards. In this case LoI was issued on 03.05.2016.
- 35.** In this case, the appellant issued notice dated 18.11.2019 for an amount of Rs. 25,64,854/- due up to 31.08.2019 when the respondent No. 1 failed to deposit the installments as per schedule and vide letter dated 26.08.2020 was asked to pay the due installments and vide letter dated 14.10.2020 was asked to pay the due amount of Rs. 45,90,925/- and again a notice dated 05.11.2020 was issued.
- 36.** While claiming interest payable by the respondent No. 1-complainant to the appellant-promoter in terms of paragraph 7(iii) of the impugned order dated 17.11.2021, the appellant, in its revised calculation sheet dated 17.05.2022, has shown receipts from the respondent No. 1 amounting to Rs. 36,38,300/- towards principal amount component of installments of the balance 75% of price of the plot (beside receipt of Rs. 12,12,766/- towards 25% of the price and Rs. 72,714/- towards part of the 2% cancer cess). The same is being tabulated hereunder viz-a-viz payment schedule stipulated under clause 3.2(ii) of the allotment letter dated 04.11.2016, duly amended vide the appellant's letter dated 27.02.2017.

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Installments due as per clause 3.2(ii) of the allotment letter					Payment made	
No.	Principal	Interest	Total	Due Date	Date	Amount
1 st	6,06,383	4,36,596	10,42,979	04.11.2017	09.02.2021	12,13,000
2 nd	6,06,383	1,81,915	7,88,298	04.05.2018	10.06.2021	12,13,000
3 rd	6,06,383	1,45,532	7,51,915	04.11.2018	17.07.2021	12,12,300
4 th	6,06,383	1,09,149	7,15,532	04.05.2019		
5 th	6,06,383	72,766	6,79,149	04.11.2019		
6 th	6,06,383	36,383	6,42,766	04.05.2020		
Total	36,38,297	9,82,340	46,20,637			36,38,300

37. Though there are certain differences in this case as compared to the first one as mentioned above, but these differences do not warrant any change in my conclusions in this case from the ones drawn in the first case.
38. Even in this case, despite specific directions by this Tribunal, the appellant has not removed discrepancy in the calculation sheet for pre-deposit in the true spirit of the provisions under Section 43(5) of the Act to deposit requisite amount.
39. Application No. 82 of 2022 for condonation of delay of 10 days in this case being similar to the one in first case, the delay can be condoned in this case also, in the interest of justice.

THIRD CASE (APPEAL NO. 90 OF 2022):

40. An appeal dated 25.05.2022 bearing Appeal No. 90 of 2022 (**Punjab Urban Planning and Development Authority versus Renu Arora and another**) has been filed against the order dated 06.01.2022 passed by the Authority in the complaint bearing GC No. 1839 of 2020 instituted on 11.01.2021.
41. The conclusions and operative part of the order of the Authority in this case are more or less identical to the ones made in first case discussed above except minor differences, most of which are due to difference in the date of allotment letter i.e. 27.10.2016 and size of the plot allotted i.e. plot No. 70 measuring 256.67 square yards.

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42. However, in this case interest on Rs. 11,55,015/- (initial 25% amount) has been allowed w.e.f. 26.05.2016 whereas the promised date of possession has been mentioned in the order itself as 27.01.2017 and the appellant has expressly been directed, in this order, to make a valid offer of possession after obtaining a completion certificate/partial completion certificate from the competent authority.

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43. As per aforesaid impugned order dated 06.01.2022 in this case and as per the receipts placed on record before this Tribunal, the allottee has paid an amount of Rs. 34,78,734/-, out of which Rs. 4,60,800/- paid on 06.01.2016 accounts for 10% earnest money deposit with application, Rs. 6,93,009/- and Rs. 92,401/- paid on 25.05.2016 accounts for 15% of the price of plot and 2% cancer cess respectively. The remaining payments aggregating to Rs. 22,32,524/- account for only part of principal amount component of the installments of the balance 75% of price of the plot and is being tabulated hereunder viz-a-viz amended payment schedule dated 27.02.2017 for payment in installments:-

Installments due as per clause 3.2(ii) of the allotment letter					Payment made	
No.	Principal	Interest	Total	Due Date	Date	Amount
1 st	5,77,507	4,15,805	9,93,313	27.10.2017	06.02.2019	9,93,312
2 nd	5,77,508	1,73,252	7,50,760	27.04.2018	16.05.2019	1,61,704
3 rd	5,77,507	1,38,602	7,16,109	27.10.2018	19.08.2019	5,77,508
4 th	5,77,508	1,03,951	6,81,459	27.04.2019	17.09.2020	5,00,000
5 th	5,77,507	69,301	6,46,808	27.10.2019		
6 th	5,77,508	34,650	6,12,158	27.04.2020		
Total	34,65,045	9,35,562	44,00,607			22,32,524

44. As mentioned under paragraph 4 of the aforesaid order dated 06.01.2022 passed in this case, during the pendency of the complaint before the Authority, plot No. 70 measuring 256.67 square yards originally allotted to the complainant was changed to plot No. 98 measuring 330.56 square yards vide letter dated

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28.06.2021 (not placed on record before this Tribunal). Thus more amounts must be due towards the allottee-respondent No. 1 than what is decipherable from above table, which is based on the original allotment letter dated 27.10.2016 and amendment of its payment schedule for the payment of the balance 75% of the price of the plot in installments.

- 45.** The respondent No. 1 in this case, vide her letters dated 15.02.2018 and 17.04.2018, enquire from the appellant the amount payable in lumpsum with 5% rebate, however did not deposit the amount despite informing her about the same vide appellant's letters dated 26.04.2018. The respondent No. 1 failed to deposit the amount even in installments as per the payment schedule, because of which the appellant issued her notice dated 29.11.2019 for an amount of Rs.14,14,039/ due up to 31.08.2019, notice dated 28.09.2020 for an amount of Rs. 16,38,849/- due up to 10.10.2020, notice dated 29.10.2020 for a due amount of Rs. 12,11,311/- of two installments, in response to which she deposited only Rs. 4,27,508/- and therefore, she was asked by the appellant, vide notice dated 16.12.2020, to deposit Rs. 8,90,620/-.
- 46.** Though there are certain differences in this case as compared to the first one as mentioned above, but these differences do not warrant any change in conclusions in this case from the ones drawn in the first case except the following:-
- (i) In this case interest on Rs. 11,55,015/- (initial 25% amount) has been allowed w.e.f. 26.05.2016 whereas the promised date of possession has been mentioned in the order itself as 27.01.2017. Therefore, in terms of proviso under Section 18(1) of the Act, as the allottee does not intend to withdraw from the

project, she shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed. As the delay in possession obviously commences upon expiry of the due date of possession, therefore, such interest can be allowed on Rs.11,55,015/- only w.e.f. 26.01.2017 (i.e. after expiry of 90 days after the issue of allotment letter dated 27.10.2016) instead of w.e.f. 26.05.2016; and

- (ii) the complainant can be enforced to pay pending installments (of the total amount stipulated under column 5 of the table under clause 3.2(ii) of the allotment letter dated 27.12.2016), only after a valid offer of possession is made to her by the appellant, along with interest at the rate prescribed under Rule 16 of the Rules only from the date of valid offer of possession till the date(s) of payment thereof in full or in part.

47. Even in this case, despite specific directions by this Tribunal to the appellant right from the beginning, the appellant has not removed discrepancy in the calculation sheet for pre-deposit of requisite amount as per proviso under Section 43(5) of the Act.

48. Application No. 149 of 2022 for condonation of delay of 44 days in this case being similar to the one in first case, the delay can be condoned in this case also, in the interest of justice.

FOURTH CASE (APPEAL NO. 121 OF 2022):

49. An appeal dated 29.04.2022 bearing Appeal No. 121 of 2022 (**Punjab Urban Planning and Development Authority versus Mukesh Nanda and another**) has been filed against the order dated 17.11.2021 passed by the Authority in the complaint bearing GC No. 18142020 filed on 11.01.2021.

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50. In this case, the respondent No. 1-allottee applied for plot of size 300 square yards on 10.01.2016 in the aforesaid scheme and plot No. 533 (the number was changed to plot No. 413 without change in location, vide the appellant's letter dated 26.09.2018) was allotted vide allotment letter dated 27.10.2016.
51. The conclusions and operative part of the order of the Authority in this case is substantially different from the ones made in first case discussed above and hence the same are re-produced below:-

“6. Based on written submissions and oral pleadings, we are of the following view:

i. As per allotment letter dated 26.10.2016, possession was to be handed over within 90 days of the issuance of allotment letter as per Clause 6. Accordingly, the promised date of possession was 26.01.2017

ii. The respondent failed to complete the development activities till the date of this order. Further, the respondent has not made any valid offer of possession at the time of this order.

iii. The matter pending before Punjab and Haryana High Court 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 complaint, as that writ has been filed by an allottee who had deposited the complete amount, with interest thereon and was seeking the refund of interest paid by him. In the present case, the allottee has paid 100% of the amount, in lump-sum, availing 5% rebate. Since he did not pay interest @ 12%, the facts of and the relief sought in the two cases are entirely different and therefore there is no bar on the jurisdiction of this authority.

iv. Since the present complaint has been filed U/s. 31 of the Act alleging contraventions of Section 18, this Authority is fully within its jurisdiction to adjudicate the matter and any decision by the

Empowered Committee does not limit its role. In view of the fact that respondent has failed to offer possession, even after a delay of more than 4 ½ years, at the time of this order, the complainant is entitled to relief under the provisions of 18(1) of the Act.

v. The respondent has already paid a sum of Rs.5,24,095/- calculated @7% towards interest on the balance 75% amount deposited in lump-sum, by the complainant, in terms of the decision of the empowered committee on 15.05.2019. This payment of interest was over and above 5% rebate given to the complainant on the balance 75% paid by him. However, the amount of interest was calculated only till 19.09.2019 from the date of payment and the respondent has not made any claim in regards to payment of further interest from 20.09.2019 till date. The agenda item no.1 of the empowered committee (OUVGL) held on 15.05.2019 very clearly states that the interest shall be payable to the allottees till the completion of the development works and till the possession of the plots offered to them. Hence, the complainant is entitled to payment of interest w.e.f. 20.09.2019 till a valid offer of possession is made to him.

However, this interest shall be now payable as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules made there under as the Authority is seized of the present complaint filed U/s. 31 of the Act for violation of Section 18 of the Act. This authority has to be strictly guided by the provisions of the Act and Rules made thereunder..

7. The Authority, in similar matters titled as *Avtar Kaur Vs. PUDA in GC No. 1592 of 2020/Manjeet Singh Vs. PUDA in GC No. 1589 of 2020* has already held that the respondent is liable to pay interest @ 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) even on the 25% initial payment made by the complainant. Accordingly, the complaint is partly accepted and the following is ordered:

- i. *The respondent shall pay interest @ 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) w.e.f. 26.01.2017 on Rs.13,50,000/-, being 25% of the initial amount paid before issuance of allotment letter. This interest shall be paid till valid offer of possession is made to the complainant. This amount shall be calculated, in the first part, till the date of this order.*
- ii. *In the second part, the respondent shall pay interest @ 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) on an amount of Rs.38,47,500/ w.e.f. 20.09.2019 till the date of valid offer of possession as he has already paid an amount Rs.5,24,095/- towards interest calculated 7% till 19.09.2019. This amount shall be calculated, in the first part, till the date of this order.*
- iii. *In the third part, the respondent shall pay interest 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) w.e.f. the day after the date of this order, on the entire amount paid by the complainant, till a valid offer of possession is made to the complainant. Interest for every month of delay shall be paid by the respondent to the allottee before 10th of the subsequent month.*
- iv. *No other relief is made out."*

52. The appellant, under paragraph 11 of its Appeal No. 121 of 2022 after making its contentions regarding the speaking order dated 20.09.2018 passed by the Chief Administrator, PUDA have made, has mentioned in the last sub paragraph of the said paragraph 11 that "A copy of the order dated 20.09.2018 passed by the Chief Administrator, PUDA is annexed herewith as ANNEXURE-A/2. However, as a sequel to his application dated 16.02.2021, respondent No. 1 had already taken over the possession on 17.02.2021 (Annexure-A/2/1)". Aforesaid Annexure-A/2/1, placed at pages 50A to 50C, supports this contention regarding taking

over of possession by the respondent No. 1 on 17.02.2021. However, this contention has no mention elsewhere in the material placed on record before this Tribunal i.e. in the appellant's reply dated 26.02.2021 or in the impugned order dated 17.11.2021, etc. If it is really so (i.e. the possession has been taken over by the respondent No. 1 on 17.02.2021 as claimed by the appellant), then in the interest of justice, the promoter can not be unnecessarily burdened with the payment of interest for delay in possession beyond 17.02.2021. Except for this, I don't find any reason to interfere in the order passed by the Authority at the instance of the present appeal by the appellant.

53. Even in this case, despite specific directions by this Tribunal to the appellant right from the beginning, the appellant has not removed discrepancy in the calculation sheet for pre-deposit of requisite amount as per proviso under Section 43(5) of the Act.
54. Application No. 180 of 2022 for condonation of delay of 81 days in this case being similar to the one in first case, the delay can be condoned in this case also, in the interest of justice.

FIFTH CASE (APPEAL NO. 122 OF 2022):

55. An appeal dated 29.04.2022 bearing Appeal No. 122 of 2022 (**Punjab Urban Planning and Development Authority versus Prem Nath and another**) has been filed against the order dated 17.11.2021 passed by the Authority in the complaint bearing GC No. 16122020 instituted on 14.10.2020.
56. The conclusions and operative part of the order of the Authority in essence are similar to the ones made in first case discussed above except minor differences, most of which are due to difference in

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the date of allotment letter i.e. 26.12.2016 and size of the plot allotted i.e. plot No. 356 (relocated to plot No. 384 vide the appellant's letter dated 29.08.2018) measuring 400 square yards through draw held on 16.11.2016, brochure, payments made etc.

57. In this case, the appellant issued a notice dated 07.07.2020 for an outstanding amount of Rs. 1,13,830/- (Rs.1,05,633/- towards outstanding amount of installments, Rs. 6,947/- towards penal interest till 15.07.2020 and Rs. 1,250/- towards GST @ 18% on the penal interest) due up to 20.07.2020.
58. The appellant invited applications for allotment of 441 residential plots at Amritsar (280 plots) and Jagraon (161 plots), @ Rs. 18,000/- per square yard for plots at Amritsar. As per brochure of this scheme (which was to close on 10.10.2016 and the scheduled date of draw for allotment of plots was 16.11.2016), 10% price of plot was to be deposited alongwith application, 15% within 30 days of issue of the allotment letter along with 2% cancer cess and balance 75% of the price either in lump-sum within 60 days from the date of issue of allotment letter or in 7 equated half-yearly installments along with interest @ 12% per annum, first installment being due after 6 months from the date of issue of allotment letter, with provision of 5% rebate for lump-sum payment and of penal interest for delay in payment, as detailed therein.
59. As per revised calculation sheet dated 30.06.2022 for pre-deposit in terms of proviso to Section 43(5) of the Act and the receipts placed on record before this Tribunal, the respondent No. 1 has deposited an amount of Rs. 55,23,000/- on various dates (beside receipt of Rs. 18,00,000/- towards 25% of the price and Rs.

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1,44,000/- towards part of the 2% cancer cess). The date-wise detail of the said amount of Rs. 55,23,000/- is being tabulated hereunder viz-a-viz payment schedule for balance 75% of the price of the plot as stipulated under clause 3.2(ii) of the allotment letter dated 26.12.2016.

Installments due as per clause 3.2(ii) of the allotment letter				Payment made		
No.	Principal	Interest	Total	Due Date	Date	Amount
1 st	7,71,429	3,24,000	10,95,429	26.06.2017	21.06.2017	7,71,429
2 nd	7,71,429	2,77,714	10,49,143	26.12.2017	26.12.2017	7,71,429
3 rd	7,71,429	2,31,429	10,02,858	26.06.2018	25.06.2018	7,71,428
4 th	7,71,428	1,85,143	9,56,571	26.12.2018	26.12.2018	7,71,428
5 th	7,71,428	1,38,857	9,10,285	26.06.2019	24.06.2019	7,71,428
6 th	7,71,429	92,571	8,64,000	26.12.2019	23.12.2019	7,71,429
7 th	7,71,428	46,286	8,17,714	26.06.2020	30.06.2020	7,71,429
					28.01.2021	1,23,000
Total	54,00,000	12,96,000	66,96,000			54,00,000

60. In the revised calculation sheet for amount of pre-deposit required to be deposited in terms of proviso under Section 43(5) of the Act, date of possession has been mentioned as 15.03.2022 and interest payable by the appellant to the respondent No. 1 in terms of paragraphs 7(i), 7(ii) & 7(v) has been computed only up to 15.03.2022. The appellant has also placed on record before this Tribunal a copy of handing over of the possession of the plot to the respondent No. 1 on 15.03.2022.
61. Though there are certain difference in this case as compared to the first one as mentioned above, but these differences donot warrant any change in conclusions in this case from the ones drawn in the first case.
62. Even in this case, despite specific directions by this Tribunal to the appellant right from the beginning, the appellant has not removed discrepancy in the calculation sheet for pre-deposit of requisite amount as per proviso under Section 43(5) of the Act.

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63. Application No. 179 of 2022 for condonation of delay of 81 days in this case being similar to the one in first case, the delay can be condoned in this case also, in the interest of justice.

SIXTH CASE (APPEAL NO. 123 OF 2022):

64. An appeal dated 29.04.2022 bearing Appeal No. 123 of 2022 (**Punjab Urban Planning and Development Authority versus Roopika Salwan and another**) has been filed on 30.05.2022/04.07.2022 against the order dated 17.11.2021 passed by the Authority in the complaint bearing GC No. 18572020 instituted on 26.01.2021.
65. In this case, plot No. 110-PF measuring 256.67 square yards for a price of Rs. 48,51,063/- (@ Rs. 18,000/- per square yard plus 5% for park facing plot) was allotted by the appellant through draw held on 09.03.2016 to the respondent No. 1 vide allotment letter dated 27.12.2016, after compliance by the respondent No. 1 of the relevant conditions of the LoI dated 10.05.2016 (i.e. after deposit of 15% of the price of the plot to complete initial 25%, along with 2% cancer cess).
66. The conclusions and operative part of the order of the Authority in this case is substantially different from the ones made in first case discussed above and hence the same are re-produced below:-

“6. Based on written submissions and oral pleadings, we are of the following view:

- i. As per allotment letter dated 27.12.2016, possession was to be handed over within 90 days of the issuance of allotment letter as per Clause 6. Accordingly, the promised date of possession was 26.03.2017*

ii. *The respondent failed to complete the development activities till the date of this order. Further, the respondent has not made any valid offer of possession at the time of this order.*

iii. *The matter pending before Punjab and Haryana High Court 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 complaint, as that writ has been filed by an allottee who had deposited the complete amount, with interest thereon and was seeking the refund of interest paid by him. In the present complaint the allottee has only paid 25% and has neither paid any Interest or sought its refund. Hence, the facts of and the relief sought in the two cases are entirely different and therefore there is no bar on the jurisdiction of this authority.*

iv. *In view of the fact that respondent has failed to offer possession, even after a delay of more than 4 ½ years, at the time of this order, the complainant is entitled to relief under the provisions of 18(1) of the Act.*

v. *The present complaint has been filed U/s. 31 of the Act and has to be adjudicated upon strictly as per the provisions of the Act and the Rules made thereunder. The complainant has alleged contravention of Sections 11, 18, 19 and 61. However, both written as well as oral pleadings were advanced only in regards to contravention of Section 18. Any decision of the Empowered Committee does not bar the jurisdiction of this Authority to decide this case in terms of contraventions of Section 18 as alleged.*

7. *The payment of interest, as per Section 2 (za) (i) is defined as follows:-*

"2. *Xxxxxx xxxxx*

(za) Xxxxx xxxxx

(i) the rate of interest chargeable the allottee by the promoter, in case of default, shall be equal the rate of interest which the promoter shal

be liable to pay the allottee, in case of default:"

From the above, it is clear that the interest payable by both the promoter as well as the allottee, in case of default, shall be the same rate of interest as define as per Rule 16 of Punjab State Real Estate Regulation and Development) Rules, 2017. Since, both the complainant as well as the respondent have defaulted in making timely payment of the installments and timely possession of the plot respectively, the both are liable for payment of interest in terms of Section 19(6) and Section 18 (1) respectively.

8. *The authority, in a similar matter titled **Manjit Singh Vs. PUDA in GC No. 1589 of 2020** has already adjudicated on 21.05.2021 and directed the respondent to pay interest @ 9.30% per annum on 25% initial payment, to the complainant w.e.f. from the promised date of possession. However, the complainant was not held liable for payment of similar rate of interest, for the delayed payment of installments, as per the agreed upon installment plan. In this case, based on written submissions as well as oral pleadings, we are inclined to take a view different from the above case Manjit Singh (supra) in the light of provisions of Section 18(1) and 19(6) of the Act. Accordingly, the complaint is partly accepted and the following is ordered:*

- i. *The respondent shall pay interest 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) w.e.f. 27.03.2017 on 25% amount of Rs.12,12,766/- paid by the complainant, till a valid offer of possession is made to the complainant. This amount shall be calculated, in the first part, till the date of this order.*
- ii. *In second part, the respondent shall pay interest @ 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%) on 25% amount of Rs.12,12,766/- paid by the complainant from the date after the date of this order, till the date of valid offer of possession of the plot is made to the complainant. Interest for every month of delay*

shall be paid by the promoter to the allottee before 10th of the subsequent month.

iii. *The amount payable by the respondent shall be adjusted towards the amount payable by the complainant and a final demand letter, after making necessary adjustments, shall be issued within 30 days of this order by superceding the demand letter issued on 05.11.2020.*

iv. *The complainant shall pay the pending instalments alongwith interest @ 9.30% per annum (today's highest MCLR rate of 7.30% plus 2%). Interest shall be calculated from the dates of default as per payment plan. The entire pending payment, as per the revised demand letter to be issued by the respondent, shall be paid within 60 days of the receipt of the same."*

67. The respondent No. 1, vide her letter dated 05.12.2017, had requested the appellant inter alia to defer the payment of first installment because of delay in possession of the plot.
68. The respondent No. 1 did not deposit the installments of balance 75% of the price of the plot allotted to her, for which the appellant issued notice dated 05.11.2020 for cancellation of the allotment because of the due amount of Rs. 37,21,730/- (seems to be entire principal amount component of 75% of the price of the plot i.e. Rs. 36,38,297/- and the remaining towards penal interest @ 3%, 4% or 5%, as the case may be, in terms of the decision taken by the appellant's Empowered Committee in its meeting held on 15.05.2019).
69. It is mentioned in the impugned order dated 17.11.2021 of the Authority in this case that the respondent No. 1 has only paid 25%;

and interest only on such 25% amount has been allowed by the Authority.

70. The above two facts (in respect of the appellant's notice dated 05.11.2020 and the stipulations in the impugned order) confirm that the respondent No. 1 has not paid any amount towards balance 75% of the price of plot.
71. In view of the decision taken by the appellant's Empowered Committee in its meeting held on 15.05.2019 and the speaking order dated 20.09.2018 passed by the Chief Administrator PUDA in compliance to the order dated 24.04.2018 by Hon'ble Punjab and Haryana High Court in aforesaid CWP-9989-2018 (**Supra**), the appellant is willing to give benefit of waiver of 12% interest component of the installments of the balance 75% of the price of the plot due to delay in possession on the part of the appellant.
72. However, the respondent No. 1 of this case, like such respondents-allottees in other cases discussed above, out of her sheer greed, has sought in her complaint multiple benefits (for the same cause of action i.e. delay in possession) viz (i) interest on delayed possession @ 12% per annum or more in terms of order passed by the Authority in **Prem Nath Sharm** (supra) and as envisaged in the speaking order passed by the Chief Administrator, Mohali pursuant to judgment in **Jaswant Singh** (supra); and (ii) interest on amount which are liable to pay as per statutory provisions of Section 18(1) of the Act.
73. In this case, as per clause 6(i) of the allotment letter dated 27.12.2016, possession of the plot was scheduled to be given within 90 days from the date of issue of the allotment i.e. by 27.03.2017; and the scheduled date of payment of even first

installment of the balance 75% of the price of the plot was 27.12.2017. However, possession has not been handed over or claimed to be handed over. Therefore, in terms of clause 9.1 of the Form 'Q' appended to the Rules read with its clause 9.2, the allottee-respondent No. 1 was well within its right to stop making further payments to the promoter as demanded by the promoter and only after the promoter-appellant corrects the situation, the allottee will be required to make the next payment without any penal interest; and an allottee, who does not intend to withdraw from the project, shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the plot.

74. Hence, there appears to be no infirmity in the impugned order dated 17.11.2021 passed by the Authority in complaint bearing GC No. 18572020, provided that the complainant can be enforced to pay pending installments (of the total amount stipulated under column 5 of the table under clause 3.2(ii) of the allotment letter dated 27.12.2016), only after a valid offer of possession is made to her by the appellant, along with interest at the rate prescribed under Rule 16 of the Rules only from the date of valid offer of possession till the date(s) of payment thereof in full or in part.
75. Even in this case, despite specific directions by this Tribunal to the appellant right from the beginning, the appellant has not removed discrepancy in the calculation sheet for pre-deposit of requisite amount as per proviso under Section 43(5) of the Act.
76. Application No. 178 of 2022 for condonation of delay of 108 days in this case being similar to the one in first case, the delay can be condoned in this case also, in the interest of justice.

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MY DECISION IN THE PRESENT APPEALS:

77. In view of above discussions, I deem it appropriate to order as follows:

- (i) Paragraph 7(iii) of the order dated 17.11.2021 passed by the Authority in the complaint bearing GC No. 17932020, out of which Appeal No. 53 of 2022 has arisen, is hereby set aside; and the appellant shall pay interest for delay in possession in terms of the proviso to Section 18(1) of the Act as per paragraphs 7(i) and 7(ii) of the aforesaid order dated 17.11.2021 but after reducing the amount so payable by the amount of scheme interest @ 12% per annum for payment of balance 75% of the price of the plot in installment, to the extent the same stands waived off by the appellant.
- (ii) Paragraph 7(iii) of the order dated 17.11.2021 passed by the Authority in the complaint bearing GC No. 18382020, out of which Appeal No. 54 of 2022 has arisen, is hereby set aside; and the appellant shall pay interest for delay in possession in terms of the proviso to Section 18(1) of the Act as per paragraphs 7(i) and 7(ii) of the aforesaid order dated 17.11.2021 but after reducing the amount so payable by the amount of scheme interest @ 12% per annum for payment of balance 75% of the price of the plot in installment, to the extent the same stands waived off by the appellant.
- (iii) In respect of the order dated 06.01.2022 passed by the Authority in the complaint bearing GC No. 18392020, out of which Appeal No. (54) of 2022 has arisen, the following is hereby ordered:-

*Corrected to
90 vide
Order dt. 12/11/2022*

✓

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- (a) the date "26.05.2016" appearing under paragraph 7(i) of the aforesaid order is hereby amended to "26.01.2017";
- (b) the appellant shall pay interest for delay in possession in terms of the proviso to Section 18(1) of the Act as per paragraphs 7(i) and 7(ii) of the aforesaid order dated 17.11.2021 but after reducing the amount so payable by the amount of scheme interest @ 12% per annum for payment of balance 75% of the price of the plot in installment, to the extent the same stands waived off by the appellant.
- (c) Paragraph 7(iii) of the aforesaid order dated 06.01.2022 is hereby set aside. However, payment of pending installments (of the total amount stipulated under column 5 of the table under clause 3.2(ii) of the allotment letter dated 27.10.2016 after reducing the same by the amount of interest waived off and adjusted, if any, as ordered above) by the respondent No. 1-complainant, along with interest at the rate prescribed under Rule 16 of the Rules only from the date of valid offer of possession till the date(s) of payment thereof, can be enforced only after a valid offer of possession is made to her by the appellant.

- (iv) In case of the order dated 17.11.2021 passed by the Authority in the complaint bearing GC No. 18142020, out of which Appeal No. 121 of 2022 has arisen, the complaint is remanded back to the Authority in view of the fact that the appellant has placed on record application dated 16.02.2021 of the respondent No. 1 for giving demarcation of the plot

Corrected to 06.01.2022
Vide order dt. 18.11.2022
B

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and a document showing that the respondent No. 1 has taken over the possession of the plot on 17.02.2021. If it is so, then the promoter can not be burdened with the payment of interest, for delay in possession, beyond 17.02.2021.

- (v) Paragraph 7(iii) of the order dated 17.11.2021 passed by the Authority in the complaint bearing GC No. 16122020, out of which Appeal No. 122 of 2022 has arisen, is hereby set aside; and the appellant shall pay interest for delay in possession up to 15.03.2020 in terms of the proviso to Section 18(1) of the Act as per paragraphs 7(i), 7(ii) and 7(v) of the aforesaid order dated 17.11.2021 but after reducing the amount so payable by the amount of scheme interest @ 12% per annum for payment of balance 75% of the price of the plot in installment, to the extent the same stands waived off by the appellant.
- (vi) Paragraph 8(iv) of the order dated 17.11.2021 passed by the Authority in the complaint bearing GC No. 18572020, out of which Appeal No. 123 of 2022 has arisen, is hereby set aside. However, payment of all the installments (of the total amount stipulated under column 5 of the table under clause 3.2(ii) of the allotment letter dated 27.12.2016) by the respondent No. 1-complainant, along with interest at the rate prescribed under Rule 16 of the Rules only from the date of valid offer of possession till the date(s) of payment thereof, can be enforced only after a valid offer of possession is made to her by the appellant.

78. A copy each of this order be placed in each of the files of aforementioned appeals and also be sent to the parties as well as

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the Authority and thereafter, the files be consigned to the record room.



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

August 04, 2022