



Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018
Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

1. **Execution Application No.** :- Misc. Application No. 80 of 2025 alongwith Execution Application No. 25/2024 in GC No.0278 of 2021
2. **Name & Address of the Degree Holders/ complainant s/ Allottees** :-
 1. Ms. Saloney Ganeriwala
 2. Ms. Kanika Ganeriwala
 3. Mr. Kanisth Ganeriwala
 R/o House No. 323, Advocate's Enclave, Chandigarh-160049.
3. **Name & Address of the respondent (s)/ Promoter** :-
 - M/s. OMAXE Chandigarh Extension Development Pvt. Ltd.,
 1. Building No.11, First Floor LSC, Kalka Ji, New Delhi, Delhi-110019.
 2. India Trade Tower, 1st Floor, Madhya Marg Extension , New Chandigarh, District SAS Nagar, Mohali-140901
4. **Date of filing of Execution Application** :- 04.03.2025 (Diary No. 1582) & M.A. 80 of 2025 (Diary No. 7739)
5. **Name of the Project and Address** :- The Lake Group Housing Project part of Mega Residential Project
6. **RERA Registration No. of Project** :- PBRERA-SAS80-PR0040
7. **Name of Counsel for the complainant/ Decree Holder, if any.** :- Mr. Kanisth Ganeriwala
8. **Name of Counsel for the respondent/ Judgment debtor, if any.** :-
 1. Sh. Arjun Sharma, Advocate for Respondent No.1.
 2. Sh.Sumit Puri, Advocate for Respondent No.2.
9. **Section and Rules under which order is passed** :- Section 40(1) of the RERD Act, 2016 r.w. Rule 24 and 25 of Pb. State RERD Rules, 2017 for execution of order dated 17.12.2021 passed in GC No. 0278 of 2021.
10. **Date of Order** :- 06.04.2026

Order u/s. 40(1) of Real Estate (Regulation & Development) Act, 2016 read with Rules 24 and 25 of Pb. State Real Estate (Regulation & Development) Rules, 2017.

The present miscellaneous application No. 80 of 2025 has been filed in execution application No. 25 of 2025 in GC No. 0278/2021 by the Applicants for execution of order dated 17.12.2021 (passed u/s 31 of the RERD Act, 2016) for giving interest under section 18 of RERD Act, 2016 with effect from 13.01.2019 till the date of the said order dated 17.12.2021 and also subsequent to the passing of above order at the same rate till a valid offer of possession is made after obtaining the completion/ occupancy certificate. As per the same order, the complainant was also liable to pay interest at the same rate on the outstanding amounts as per terms and conditions of the agreement.

2. This Authority by way of an order u/s. 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as the 'Act, 2016') dated 17.12.2021 in the case 'Ms. Saloney Ganeriwala & others Vs. M/s OMAXE & Another in GC No.0278/2021' has held that the respondent shall be liable to pay interest as per SBI's highest marginal cost of landing plus 2% on the deposited amount from the date of payment, till a valid offer of possession is made after obtaining the completion/ occupancy certificate. The complainants have contended that till date offer of possession has not been made by the respondent. The order passed on 17.12.2021 u/s. 31 of the RERD Act, 2016 has held as follows:-

"5. As far as the facts of the matter are concerned, the complainants had purchased one residential apartment in the project "The Lake" situated at Omaxe, New Chandigarh, Mullanpur vide allotment letter dated 13.01.2015. The due date for completing the said apartment and handing over the same to the complainants was 48 months (42 months+6 months grace period) from the date of signing of allotment letter i.e. by 13.01.2019. The complainants had paid Rs. 62,22,041/- (as per Annexure-C2 and C3 of the complaint), against the total cost of Rs.81,95,143.71 (including taxes). In this case admittedly, neither possession has been delivered to the complainants nor any possession has been issued and even no Occupancy certificate has been obtained by the respondents. In the circumstances, the Authority is of the view that the complainants are entitled to delayed interest under section 18 of the Act, w.e.f. 13.01.2019. In view of these observations, it is directed as under:-

- i. As provided in Section 18(1) of the Act, read with Rule 16 of the Punjab State (Regulation and Development) Rules 2017, the respondents shall pay interest on the deposited amount w.e.f. 13.01.2019 as per State Bank of India's highest marginal cost of lending rate (as of today) plus 2% till the date of this order and this amount shall be paid within sixty days from the receipt of this order. The respondents shall also pay interest at the above said rate to the complainant from date of this order till a valid offer of possession is made after obtaining the completion / occupancy certificate.*
- ii. The complainants would be bound to pay the outstanding amounts, as per terms and conditions of the agreement, before taking possession of the apartment and they shall be liable to pay interest as per State Bank of India's highest marginal cost of lending rate (as of today), plus 2% on the delayed payment.*
- iii. The other relief was not pressed, and hence not allowed."*

3. In order to seek compliance of the order dated 17.12.2021, the applicants/deed holders filed execution application No. 25 of 2024 before the Real Estate Regulatory Authority, Punjab on 04.03.2024 seeking directions to the respondent/judgment debtor, M/s OMAXE Chandigarh Extension Development Pvt. Ltd., to pay the interest amount accrued till the filing of the execution application.

Consequently, notice was issued to the respondent to appear and file reply/objections. The matter was taken up for hearing on various dates, namely 29.05.2024, 05.08.2024, 19.09.2024, 13.11.2024, 11.12.2024, 08.01.2025 and finally on 19.02.2025.

4. On 19.02.2025, both parties appeared before this Authority and the counsel for the respondent submitted that the payment had been made to the complainants till September 2024, though without interest on GST. The counsel for the complainants relied upon the judgment of the Hon'ble High Court in *Emaar India Ltd. Vs. Kaushal Pal Singh alias Kushpal Singh*, RERA Appeal No. 95 of 2021 (O&M), decided on 06.05.2022. The respondent further agreed to continue paying interest in terms of the execution order till the date of possession. In view of the said statement, the Authority observed that no further action was required and the execution application was accordingly disposed of on 19.02.2025 with the direction that the file be consigned to the record room after necessary compliance as per rules. For ready reference, order dated 19.02.2025 is reproduced hereunder:-

*RERA/ Exe. No. 25 of 2024
In GC No. 0278/2021*

19.02.2025

*Saloney Ganeriwala, Kanika Ganeriwala and
Kanisth Ganeriwala*

VS.

1. *Omaxe Chandigarh Extension Developers Pvt. Ltd.*
2. *Omaxe New Chandigarh Extension Developers Pvt. Ltd.*

*Present:- Sh. D. N. Ganeriwala, Advocate for the complainant/ DH
Mr. Saurav Duvedi, Advocate for respondent / JD*

The counsel of the respondent submitted that they have paid the amount till September 2024 without interest on GST. Counsel of the complainant produced judgment of Hon'ble High Court reported as Emaar India Ltd. Vs. Kaushal Pal Singh Alias Kushpal Singh, RERA Appeal No. 95 of 2021 (O&M) Decided on 6th may 2022. The respondent has agreed that they will continue to pay the interest as per execution order till the date of possession. Hence, no further action is required in the execution and the matter is accordingly disposed of. File be consigned to record room after necessary as per rules.

*(Binod Kumar Singh)
Member, RERA, Punjab*

*(Rakesh Kumar Goyal)
Chairman, RERA, Punjab*

5. Subsequently, on 07.11.2025, the complainants/deed holders filed the present miscellaneous application vide Diary No. 7739 seeking revival of execution application No. 25 of 2024 in GC No. 0278 of 2021 on the ground that the statement made by the respondents/judgment debtors at the time of disposal of the execution application on 19.02.2025 has not been complied with in letter and spirit and that a valid offer of

possession after obtaining the completion/occupancy certificate has still not been made. The copy of the order dated 19.02.2025 had already been communicated to the parties vide this office Memo No. RERA/Pb/Legal/2025/3929 dated 18.03.2025.

5.1 The matter came up for preliminary hearing on 14.01.2026, upon which notice for revival of the execution application was issued to the parties for 25.02.2026. Upon completion of service, the matter was taken up for arguments before this Authority on 25.02.2026.

6. The decree holders/ complainants have furnished the following calculation of interest with their miscellaneous application: -

ANNEXURE A-6

REVISED CALCULATION SHEET

Amounts awarded as per Order / Decree dated 17.12.2021 (Annexure A-1):-

- i) Pay interest on the deposited amount i.e. Amount of Rs. 62,38,326/- [Rs. 5798982.60 + Rs. 44334.77 for GST as per their calculation sheet] w.e.f. 13.01.2019 till date handing over of possession.
ii) Interest Rate = 7.3 + 2% = 9.3%

CALCULATION OF INTEREST TILL 12.11.2025

DATE	YEARLY INTEREST	PREVIOUS BALANCE	DAYS	TOTAL
13-01-2019 Till 12-01-2020	5,80,164.31	00.00	365	5,80,164.31
13-01-2020 Till 12-01-2021	5,80,164.31	5,80,164.31	365	11,60,328.63
13-01-2021 Till 12-01-2022	5,80,164.31	11,60,328.63	365	17,40,492.9
13-01-2022 Till 12-01-2023	5,80,164.31	17,40,492.9	365	23,20,657.25
13-01-2023 Till 12-01-2024	5,80,164.31	23,20,657.25	365	29,00,821.56
13-01-2024 Till 12-01-2025	5,80,164.31	29,00,821.56	365	34,80,985.87
13-01-2025 Till 12-11-2025	4,83,205.17	34,80,985.87	304	39,64,190.95

Interest on Subsequent Payment made Rs. 248199.00 on 03.07.2025
Rs. 248199.00 on 02.09.2025

Interest as on 12.11.2025 = 7700
Interest as on 12.11.2025 = 4424

Total 39,76,314.95
(-) Amount received till Sept 30, 2024 -30,68,532
TOTAL DUE TILL DATE 9,07,782.95

Note:- Possession, after receipt of a valid OC, in compliance with the award has not been delivered till date.

7. It has been argued by the Ld. Counsel for the complainant/applicant that before entering into the merits of the execution application, the Miscellaneous Application filed by the applicant deserves to be revived/restored to its original position so as to enable proper and complete adjudication of the issues involved. It has been submitted that both the Miscellaneous Application and the Execution Application arise out of the same proceedings and are intrinsically connected, and therefore ought to be considered together. The Ld. Counsel has further apprised that as per order dated 19.02.2025 passed by this Authority in the execution proceedings, the respondent had agreed to continue paying interest on the outstanding amount for the period subsequent to September, 2024, as the principal amount for the period prior thereto had already been paid, though without interest on GST till the

date of possession. It has been contended that despite such undertaking and the directions of this Authority, no compliance has been made by the respondent till date and no payment towards the agreed interest has been effected. Further the possession of the unit has also not been offered to them till date. Accordingly, a prayer has been made that the Miscellaneous Application be revived/restored to its original and the execution application be decided accordingly.

8. Despite grant of sufficient opportunities, no reply or objections have been filed by the respondent/judgment debtor either to the Miscellaneous Application or to the calculations submitted by the complainant/deGREE holders in the execution proceedings. The absence of any response from the respondent leads to the inference that the assertions made by the complainant/applicant have remained uncontroverted and that the respondent has nothing to say in the matter.

9. This Authority has considered the submissions made by the Ld. Counsel for the complainant/applicant and perused the material available on record. It is observed that the Miscellaneous Application and the Execution Application arise out of the same set of proceedings and are closely interlinked; therefore, in the interest of justice and to avoid multiplicity of proceedings, both are being decided together by way of this composite order. In the absence of any objection from the respondent, the Miscellaneous Application is allowed and stands restored to its original position.

10. It is further observed that the respondent had, in terms of order dated 19.02.2025, agreed to continue payment of interest for the period subsequent to September, 2024. However, no material has been placed on record to show compliance of the said undertaking. Moreover, the respondent/judgment debtor has not filed any objections to the calculations submitted by the complainant/deGREE holders despite availing sufficient opportunities. In the absence of any rebuttal, the calculations furnished by the complainant are deemed to be correct and are accordingly accepted by this Authority.

11. Further, it has been noticed that the complainants/deGREE holders have sought interest on two payments made i.e. Rs.2,48,199/- each on 03.07.2025 & 02.09.2025. The complainants/ deGREE holders have neither attached any receipts for these payments nor explained any circumstances under which these payments were made. It has also been noticed that these payments have been made subsequent to the date of order in this case i.e. 17.12.2021 passed in Complaint No. GC0278 of 2021. Therefore, this contention cannot be accepted in view of inherent limitation to the fact that execution cannot exceed the amount of award given in the judgment. In *Topanmal Chhotamal v. Kundomal Gangaram* (AIR 1960 SC 388), a three-judge bench of the Apex Court of the country held as follows:-

"It is a well-settled principle that a Court executing a decree cannot go behind the decree: it must take the decree as it stands, for the decree is binding and conclusive between the parties to the suit".

8. During the course of execution proceedings, an objection has been orally raised on behalf of the respondents regarding the calculation of interest on the deposited amount by contending that the component of GST included in the deposited amount should be excluded for the purpose of calculating interest. The said contention has been considered by this Authority; however, the same cannot be accepted in the present proceedings.

8.1 It is pertinent to observe that the order dated 17.12.2021 was passed by this Authority after adjudication of the complaint on merits under Section 31 of the Act. The operative portion of the said order clearly directs the respondents to pay interest on the amount deposited by the complainants from the specified date till the date of the order and thereafter till a valid offer of possession is made. The language employed in the order does not carve out any exception, limitation, or exclusion with respect to any component forming part of the deposited amount. The order simply refers to the "**amount deposited by the complainants,**" and therefore the direction has to be construed in its plain and ordinary meaning.

8.2 It is a settled principle governing execution proceedings that the executing court or authority cannot go behind the decree or the order sought to be executed. The role of the executing authority is confined only to enforcing the order as it stands and not to re-examine the correctness or propriety of the directions already issued therein. Likewise, the executing authority cannot introduce new conditions, limitations or interpretations which were not part of the original order, particularly when no subsequent development or change in circumstances has been brought on record which may justify any such deviation from the directions already issued.

8.3 In the present case, the order dated 17.12.2021 does not provide for exclusion of GST from the deposited amount for the purpose of calculation of interest. Neither the Real Estate (Regulation and Development) Act, 2016 nor the Punjab State Real Estate (Regulation and Development) Rules, 2017 contain any provision which mandates that the GST component paid by an allottee is to be segregated or excluded while computing the interest payable under Section 18 of the RERA Act, 2016. In the absence of any such statutory provision or specific direction in the order itself, the order has to be read in its entirety and implemented in the same manner as it was passed.

8.4 Permitting the respondents to exclude the GST component at the stage of execution would in effect amount to modifying or altering the substance of the original order, which is impermissible in execution proceedings. Such an exercise would travel beyond the scope of execution and would amount to re-adjudication of an issue which was not raised or decided at the stage when the complaint was adjudicated on merits.

8.5 In view of the above discussion, the objection raised by the respondents regarding exclusion of GST from the deposited amount for the purpose of calculation of interest is found to be devoid of merit and cannot be sustained in the present execution proceedings. The respondents are therefore bound to comply with the order dated 17.12.2021 strictly in accordance with its terms and to calculate and pay the interest on the amount deposited by the complainants at the rate prescribed in the said order till the stage of valid offer of possession as directed by this Authority. Hence this execution application is **Partly Allowed** to an interest amount of Rs.10,30,238/-, as awarded in the judgment dated 17.12.2021 (supra) and calculated upto the date of this order as detailed below:-

Interest payable from	Interest Calculated till	Principal Amount	Interest Rate on the date of judgment	Tenure	Interest Amount
01.02.2019	28.02.2026	62,22,041	7.3% + 2% = 9.3 %	85	40,98,770
Interest Received till 30.09.2024					30,68,532
Net Amount of Interest Receivable					10,30,238

9. Further, an interest of Rs.48,220/- p.m. will also become due from 01.03.2026 onwards to the complainants/ decree holders till a valid offer of possession is made after obtaining the completion/ occupancy certificate. The period for payment of interest will be considered from the next month in which possession will be offered by the allottee to the previous month of the date in which payment has been effected by the promoter. Therefore, an amount of Rs.10,30,238/- as accrued interest from 01.02.2019 to 28.02.2026 will be adjusted towards the balance of purchase price, if any, payable at the time of taking/handing over of the possession. If the payment due is less than the accrued interest as per "Agreement for Sale" and terms & conditions duly entered between the promoter and allottee; the balance amount will be paid by the promoter to the allottee immediately at the time of handing over the possession.

10. In addition to the above adjudicated dues, the respondents shall remain liable to pay further monthly delay interest at the rate of Rs.48,220/- per month from 01.03.2026 onwards, which shall continue to accrue until the date a valid and lawful offer of possession of the unit is made to the complainant or until such time as full compliance with the order is achieved and will be adjusted with the arrears or amount payable at the time of handing over of the possession.

11. The amount of Rs.10,30,238/- determined as interest upon the delayed period upto 28.02.2026 and further a sum of Rs.48,220/- per month, to be payable as interest per month from 01.03.2026 is held "**Land Revenue**" under the provisions of **Section 40(1) of the RERD Act, 2016**. The said amounts are to be collected as Land Revenue by the **Competent Authorities as provided/authorised in the Punjab Land Revenue Act, 1887 read with section 40(1) of the Real Estate (Regulation and Development) Act, 2016**. Any payment to any of the complainants will be considered as payment towards both the

complainants and in satisfaction of the decree amount mentioned in this order. The recovery certificate to be issued should specifically mention this direction for the Land Revenue Recovery Authorities.

12. The promoter at the time of offering due possession will adjust the amount payable by it, if any, as per this order towards the charges payable as per "Agreement for Sale" by the allottee. It is further clarified that the promoter will ask for amount payable by allottee at the time of giving/offer possession only after paying and/or adjusting the whole amount of Rs.10,30,238/- (upto 28.02.2026) and further accrued interest @ Rs.48,220/- per month w.e.f. 01.03.2026 as determined in this order and payable by the promoter. The Decree Holder and Judgment Debtor will inform regarding adjustments, if any, due of the sum designated as "Land Revenue" with the amount recoverable from allottee at the time of possession and any other *inter-se* financial transaction relating to this order to the Secretary, RERA, Punjab and the prescribed Revenue Authorities, to whom, the Recovery Certificate under the Punjab Land Revenue Act, 1887 has been sent for recovery of Rs.10,38,238/- (upto 28.02.2026) and interest of Rs.48,220/- per month from 01.03.2026.

13. However, at the cost of repetition it is ordered in addition to the above direction and discussion in various paras, the following ordered specifically for necessary compliance:-

- a. The Authority has allowed the miscellaneous application and ordered restoration of the execution application to its original position, holding that both proceedings arise from the same set of facts and are intrinsically connected, and therefore deserve to be adjudicated together to ensure complete and effective enforcement of the original order.
- b. It has been directed that the respondent is liable to pay an amount of ₹10,30,238/- towards accrued interest for the period up to 28.02.2026, after adjusting the interest already paid. The Authority has further directed that additional delay interest at the rate of ₹48,220/- per month shall be payable from 01.03.2026 onwards till a valid offer of possession is made after obtaining the completion/occupancy certificate.
- c. The Authority has clarified that the objection regarding exclusion of GST from the deposited amount is not sustainable and the respondent is bound to calculate and pay interest on the entire deposited amount strictly in terms of the original order dated 17.12.2021.
- d. It has been further directed that the accrued interest amount shall be adjusted against any outstanding dues payable by the allottee at the time of possession, and in case the interest amount exceeds such dues, the balance

shall be paid by the promoter to the allottee at the time of handing over possession.

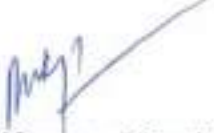
- e. The Authority has held that the determined amount of ₹10,30,238/- along with future monthly interest shall be treated as arrears of land revenue under Section 40(1) of the RERD Act, 2016 and shall be recoverable through the competent revenue authorities in accordance with the Punjab Land Revenue Act, 1887.
- f. The promoter has been directed to comply with the order proactively by making payment or adjustment of the determined amount before seeking any dues from the allottee at the time of possession, and both parties have been directed to inform the Authority regarding any payments or adjustments made so that the same may be duly accounted for before initiation of recovery proceedings.

13. **The Secretary of this Authority is hereby directed to issue a "Recovery Certificate" after 90 days for an amount of Rs.10,38,238/- as delayed interest upto 28.02.2026 and Rs.48,220/- payable per month as interest from 01.03.2026 onwards; till due possession is handed over. He will send the Recovery Certificate to the jurisdictional Deputy Commissioner of the District being Competent/ jurisdictional Authority as mentioned in the Punjab Land Revenue Act, 1887 after 90 days of the issuance of this order to be recovered as arrears of "Land Revenue". A copy of this "Recovery Certificate" should be sent to both to the complainant and respondents by email and speed post for necessary action at their end and record purposes. The complainant & the respondent are directed to inform the Secretary of this Authority regarding any payment received or paid respectively so as to take the same in to account before sending "Recovery Certificate" to the Competent Authority for recovery. **Further, Ms. Saloney Ganeriwala; Ms. Kanika Ganeriwala and Sh. Kanishth Ganeriwala are held to be Decree Holders and the Respondent i.e. M/s. Omaxe Chandigarh Extension Development Pvt. Ltd. as judgment debtor for the purposes of recovery under this order.** Any amount paid by the judgment debtor to any of the joint decree holder(s) will be duly considered as payment towards the amount payable determined under this order passed u/s 31 of the RERD Act, 2016.**

14. The promoter is hereby directed to adjust a sum of ₹10,30,238/- against any outstanding dues payable by the allottee under the Agreement for Sale, including amounts payable at the time of taking possession and any maintenance charges accruing after lawful handover of possession. The promoter shall communicate the full particulars of such adjustment, if any, with a copy to the Secretary of the Authority, so that the same may be duly considered before issuance of the Recovery Certificate. In case any adjustment of dues is effected within the stipulated period, the promoter shall also intimate the Secretary,

RERA, who shall thereafter draw the certificate of recovery of arrears accordingly, to be recovered as land revenue under the Punjab Land Revenue Act, 1887. The promoter is further reminded of its statutory obligation to either pay or appropriately adjust the aforesaid amount at the earliest, as the said interest for delayed possession arises out of the same "Agreement for Sale" under which the promoter received consideration from the allottee over an extended period. The promoter is expected to discharge this liability expeditiously and voluntarily as part of its contractual and statutory duties towards the allottee. The determination of this amount and its recoverability as arrears of land revenue is only an additional remedy available to the allottee in the event of non-compliance with this order and does not absolve the promoter from making payment immediately or adjustment on its own. Accordingly, the promoter shall not take the plea that the amount shall be paid only through recovery proceedings as land revenue; rather, it must act proactively to comply with this order in letter and spirit, failing which recovery proceedings under the Punjab Land Revenue Act, 1887 shall follow without further reference.

Chandigarh
Dated: 06.04.2026


(Binod Kumar Singh)
Member


(Arunvir Vashishta)
Member

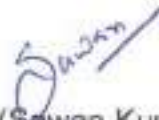

(Rakesh Kumar Goyal)
Chairman

Endst. No./AUTH/RERA/PB/PA/Sec.40/47-54

Dated:- 10/4/2026.

A copy of the above order may be sent by the Registry of this Authority to the followings as well as for their further necessary action:-

1. Ms. Saloney Ganeriwala,
2. Ms. Kanika Ganeriwala and
3. Mr. Kanishth Ganeriwala,
(All 1 to 3 R/o House No. 323, Advocate's Enclave, Chandigarh-160049.)
4. M/s. OMAXE Chandigarh Extension Development Pvt. Ltd., Building No.11, First Floor LSC, Kalka Ji, New Delhi, Delhi-110019.
5. The Secretary, RERA, Punjab.
6. The Director (Legal).
7. The Complaint File.
8. The Master File.


(Sawan Kumar),
P.A. to Chairman
RERA, Punjab.