



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

Before the Real Estate Regulatory Authority, Punjab.

1. Execution Application No. :- 11/2022 in GC No. 1685/2020
2. Name & Address of the Applicant- Complainant (s)/ Allottee :- Jatinder Kaur, R/o House No. A-70, 2nd Floor, HauzKhas, New Delhi-110016.
3. Name & Address of the respondent (s) :- ATS Estate Pvt. Ltd., 711/92, Deepali Nehru Place, New Delhi-110016.
2nd Address: ATS Golf Meadows, Chandigarh-Ambala Highway, Opposite Sadashiv Complex, Derabassi, District SAS Nagar, Mohali-140507.
4. Date of filing of Execution Application :- 03.02.2022
5. Name of the Project and Address :- ATS Golf Meadows Lifestyle situated at Village Madhopur, Tehsil Derabassi, Distt. SAS Nagar.
6. RERA Registration No. of Project :- PBRERA-SAS79-PR0007
7. Name of Counsel for the Applicant-complainant, if any. :- Ms. Preeti Maderna, Advocate
8. Name of Counsel for the respondent, if any. :- Sh. Hardeep Saini, Advocate
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 against order dated 13.10.2021.
10. Date of Order :- 07.02.2026

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 application has been filed by the Applicant for execution of order dated 13.10.2021.

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 13.10.2021 held in the case '*Jatinder Kaur. v. ATS Estates Pvt. Ltd.*' that the respondent shall be liable to pay interest @ 9.30% per annum w.e.f. 28.02.2015 till 03.06.2019. The respondent was further directed to issue fresh offer of possession within one month from the receipt of the order. For ready reference, relevant extract of order dated 13.10.2021 is reproduced hereunder:-

"i. The respondent is directed to issue fresh offer of possession within one month of the receipt of this order. Upon issue of fresh offer of possession, the complainant would pay the balance amount due, alongwith interest if any, and take possession of the impugned apartment within one month of the said order.

ii. 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 w.e.f. w.e.f. 28.02.2015 till 03.06.2019, as per State Bank of India's highest marginal cost of lending rate (as of today), plus 2%."

3. The applicant/complainant submitted that the respondent neither handed over the possession nor has paid interest. The order passed u/s. 31 of the Real Estate (Regulation and Development) Act, 2016 dated 13.10.2021 was duly served on the Respondent.

4. Accordingly, on 03.02.2022, the present applicant filed the present execution application No. 11 of 2022, before Real Estate Regulatory Authority, Punjab (Henceforth referred as Authority) requesting to direct the respondent to comply with the order dated 13.10.2021 passed u/s 31 of the RERD Act, 2016.

5. In consequence of filing of execution application, a notice was issued to Respondent i.e. ATS Estates Pvt. Ltd. to appear and submit reply. The counsel for the respondent subsequently filed the objections to the execution application.

6. The learned counsel for the respondent contended that the respondent-promoter has duly complied with the order dated 13.10.2021 passed under Section 31 of the RERD Act by issuing a fresh offer of possession to the complainant/applicant vide letters dated 15.07.2022 and 24.04.2023 respectively. Despite such offers, the complainant/applicant has failed to take possession of the unit. The respondent asserted that the applicant/complainant has not paid the balance amount of basic sale consideration for the unit, along with interest on delayed payments. The respondent also disputed the rate of interest adopted by the complainant/applicant for computing the interest to be payable by the respondent-promoter.

7. On the contrary, the counsel appearing on behalf of the complainant admitted that the complainant/applicant is ready to make the balance sale consideration of the unit. However, she contends that the complainant is not liable to pay the interest accrued on delayed payments as the respondent-promoter had failed to achieve the construction milestones as per the Agreement for Sale.

8. We have duly considered the order passed u/s 31 dated 13.10.2021; the application filed by the applicant/complainant and the reply/objection filed by the respondent. Ld. Counsel for the applicant further stated that the respondent had not filed any appeal against the said order dated 13.10.2021 passed u/s 31 of the RERD Act, 2016 till date. The arguing counsel for the applicant/complainant submitted that the respondent-promoter has failed to comply with the directions contained in the order passed u/s 31 on 13.10.2021, inasmuch as no interest has been paid for the period between 28.02.2015 to 03.06.2019. It was further pleaded that any amount of interest that may be computed by this Authority ought to be adjusted against the amount payable by the complainant/applicant. The Ld. Counsel further pleaded that the offer of possession issued by the respondent-promoter on 15.07.2022 and 24.04.2023 respectively are untenable, as the promoter has unilaterally adjusted the amounts wholly on erroneous assumptions and in complete disregard of the directions of this Authority. The Ld. Counsel further stated that no liability can be fastened upon the complainant/applicant towards interest on the alleged delayed payments, since the respondent-promoter never achieved the construction milestones under the Construction Linked Payment Plan and was itself in default of its contractual obligations.

9. As per the order dated 13.10.2021 passed u/s 31, the respondent-promoter was bound to issue fresh offer the possession within one month of the receipt of the order i.e. before 31.12.2021. However, the possession was offered on 15.07.2022 and subsequently on 24.04.2023 i.e. after about 10 months of the stipulated date. Nonetheless, the respondent-promoter has duly offered the possession afresh as per the orders of this Authority, but the complainant did not take possession till date and has also failed to pay the outstanding amount of the sale price, along with interest as per the Agreement for Sale. As far as issue of difference in the MCLR rate is concerned, it is clarified that the applicable interest rate as on the date of order was 7.30% plus 2%, and therefore, the total

applicable rate of interest works out to 9.30%, which shall be binding on the respondent for the purpose of calculation referred to herein below. The order u/s 31 directs the promoter to pay the interest w.e.f. 28.02.2015 to 03.06.2019, therefore, the interest calculated on the principal sum of Rs.1,46,00,000/- for the aforesaid period is calculated as under:-

Interest payable from	Principal Amount	Interest Calculated till	Interest rate as per order (@ 7.30% SBI's Highest MCLR Rate + 2%)	Tenure (in months)	Interest Amount
1	2	3	4	5	6
01.03.2015	Rs.1,46,00,000/-	01.05.2019	9.30%	52	Rs.58,83,800/-

10. Therefore, as per the order dated 13.10.2021, the interest calculated upto 01.05.2019 amounting to Rs.58,83,800/- is required to be paid by the respondent. However, since the applicant/complainant during the course of proceedings prayed that the interest computed for the delayed period pursuant to the order u/s 31 be adjusted against the amount payable by the complainant. In view of this submission, an amount of Rs.58,83,800/- accrued interest from 01.03.2015 to 01.05.2019 will be adjusted towards the balance of purchase price, if any, payable at the time of taking/handing over of the possession. With regard to the issue of payment of interest on delayed payments by the complainant, it is held that the complainant/applicant is under an obligation to pay the balance sale consideration together with interest in accordance with the Agreement for Sale. As per Agreement for Sale whatever amount is due after subtracting the payment already made, the allottee will pay interest @ 9.30% on the said amount after the date of one month from the date of offer of possession i.e. 15.07.2022 payable at the time of possession alongwith interest @9.30% till the actual payment or adjustment with the interest receivable of Rs.58,83,800/- on account of delay in offer of due possession. Therefore, at the cost of repetition, it is directed that the allottee will pay interest from 16.08.2022 till the actual payment of balance amount as per Agreement for Sale. However, the promoter is directed to adjust this amount receivable from the amount of Rs. 58,83,800/- and after any balance remains will be payable by the promoter as land revenue under Section 40(1) of the RERD Act, 2016 read with Rule 24 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 for the purposes of recovery of it from the respondent. After ninety days of the receipt of this order, both the parties are directed to inform the Secretary of this Authority regarding any payment payable by the promoter. Accordingly, Secretary is directed to issue recovery certificate. The promoter is directed to re-issue offer of possession in continuation of the earlier offer dated 15.07.2022 The



complainant will inspect the flat within 10 days of the receipt of offer of possession and give list of deficiencies if any in the flat. The promoter will furnish and provide all the facilities, fittings as per 'Agreement for Sale' within 30 days of the said communication.

11. In view of the above terms, the present Execution Application is disposed off accordingly.

Chandigarh

Dated: 07.02.2026


(Binod Kumar Singh)
Member




(Arunvir Vashista)
Member



(Rakesh Kumar Goyal)
Chairman

Endst. No. CP/RERA/PB/PA/Exe/ 07

Dated: 16/02/2026

A copy of the above order is sent to the followings further necessary action:-

1. Jatinder Kaur, R/o House No. A-70, 2nd Floor, HauzKhas, New Delhi-110016.
2. ATS Estate Pvt. Ltd., 711/92, Deepali Nehru Place, New Delhi-110016.
2nd Address: ATS Golf Meadows, Chandigarh-Ambala Highway, Opposite Sadashiv Complex, Derabassi, District SAS Nagar, Mohali-140507.
3. The Secretary, RERA, Punjab.
4. Director (Legal), RERA, Punjab.
5. The Master File.
6. The Record File.


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