

**BEFORE SHRI BINOD KUMAR SINGH, MEMBER  
REAL ESTATE REGULATORY AUTHORITY, PUNJAB**

Complaint No. AdCNo13862019  
BFTR-AUTH02412022  
Date of Institution : 20.10.2019  
Date of Decision:20.02.2025

Harish Jain, resident of R/o #500/6, Street no 4, Shastri Nagar,  
Jagraon Dist. Ludhiana, Punjab, PIN Code 142026

.... Complainant

Versus


Punjab Urban Planning and Development Authority, PUDA Bhawan,  
SECTOR- 62, Sahibzada Ajit Singh Nagar, Punjab, PIN Code  
160062

....Respondent

Present: Shri Vinod Verma, Advocate for the complainant

Shri Bhupinder Singh, Advocate for the respondent

**ORDER**

 This complaint in Form 'M' was instituted on 20.10.2019 by the complainant in his individual capacity under Section 31 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the Act of 2016) read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the Rules of 2017) against the respondent seeking refund of Rs.22,90,000 along with interest @ 18 % per annum w.e.f 14.01.2015 onward till the disbursement of amount paid to the respondent for allotment of residential Plot No.57, measuring 400 sq yard, at the tentative cost of Rs.84.00 lakhs in their project "Gateway City", (**Registration Number PBRERA-SAS81-PR0022**) being

developed by the respondent at Sector 118-119, SAS Nagar, Mohali. It is further the prayer of the complainant that the respondent be directed to pay Rs.2,00,000/- for causing inconvenience, mental pain, agony, and facing financial hardship; and also to pay Rs.1,00,000/- towards costs of litigation.

2. For the sake of convenience, Section 31 of the Act of 2016 read with Rule 36(1) of the Rules of 2017 are reproduced as under:

**"31. Filing of complaints with the Authority or the Adjudicating Officer.--** (1) Any aggrieved person may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder against any promoter allottee or real estate agent, as the case may be.

*Explanation.—For the purpose of this sub-section "person" shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force.*

(2) The form, manner and fees for filing complaint under sub-section (1) shall be such as may be specified by regulations".

**"Rule 36. Filing of complaint with the Authority and inquiry by the Authority.[Section 31,71 (1) and 84(2)(zc)]--** (1) Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, in Form 'M' which shall be accompanied by a fee of one thousand in the form of a demand draft or a bankers cheque drawn on a scheduled bank in favor of the Authority and payable at the branch of that bank at the station where the seat of the Authority is situated".

3. Before proceeding further it is necessary to recapitulate the brief facts of the present complaint which are summarized below:-

- i. Earlier this complaint bearing No.AdC No.1386 of 2019 filed by the complainant seeking refund of the amount, deposited by them with the respondents along with interest, compensation etc. was listed before the learned Adjudicating Officer of this Authority.
- ii. Vide order dated 17.05.2021, the learned Adjudicating Officer of this Authority accepted the complaint of the complainant to the following extent and heads:

1.	Principal amount	Rs.22,90,000/-
2.	Simple interest	At the SBI highest marginal cost of lending rate (as of today) plus 2% on the above said amount from the date of payment(s) till realization.
3.	On account of mental agony and litigation expenses.	Rs.1,25,000/-

- iii. An appeal was preferred by the respondent against the decision dated 17.05.2021 before the Hon'ble Real Estate Appellate Tribunal, Punjab and the Hon'ble Appellate Tribunal, Punjab vide remand order dated 11.07.2022 directed this Regulatory Authority for fresh decision of the present complaint qua the relief of refund and interest and also fresh decision qua the relief of compensation by the Bench of learned Adjudicating Officer of this Authority in view of the decision dated 11.11.2021 passed by the Hon'ble Supreme Court in Civil Appeals No.6745-6749 of

2021 titled "Newtech Promoters and Developers Pvt. Ltd. Vs. State of UP and others etc." along with connected appeals.

- iv. In view of the spirit of order dated 11.11.2021 of the Hon'ble Supreme Court, vide order dated 29.07.2022 the learned Adjudicating Officer of this Authority ordered to segregate the present complaint and send one set of paper-book to the Bench of Chairperson, RERA, Punjab regarding the claim of refund and interest sought by the complainant and qua the relief of compensation etc. case was to be listed before the Adjudicating Officer of this Authority. Accordingly, the Legal Branch of this Authority assigned the number AdC No.1386 of 2019BFTR-AUTH0241of 2022.
- iv. In view of the above, the complaint qua compensation was decided by the learned Adjudicating Officer of this Authority on 26.12.2023 and it was held that the complainant is entitled to compensation from the respondent to the following extent under the following heads:-

1.	Compensation on account of delay in completion of project resulting into promoter getting unfair advantage/ disproportionate gain, mental agony and harassment.	@6% p.a. on the amount of Rs.22,90,000/- paid by the complainant from the stipulated date i.e. 16.02.2018 till the date of this order.
2.	Compensation on account of litigation expenses.	Rs.30,000/-

- v. Now the present segregated complaint seeking refund and interest thereon is being listed before this Bench on entrustment.
4. The brief facts submitted by the complainant in his complaint are as under:
- 4.1 The complainant applied for allotment of residential plot of 400 sq yards vide application form No. 3126 with the respondent.
- 4.2 Draw of lots was conducted on 19.03.2015 and the complainant was declared as successful bidder vide S.L. No. 64.
- 4.3 The allotment of plot was communicated to the complainant vide Letter of Intent (LOI) Memo No. PUDA-E.O. Gateway city/2015 (20119), dated 28.05.2015 **(Annexure C-1)**.
- 4.4 A sum of Rs.8,40,000 was paid on 14.01.2015 as 10 % of the amount at the time of applying for the plot. This amount has been raised as loan from Punjab Gramin Bank Moga and the same was paid by the complainant on 06.05.2015 and the loan account of the complainant was settled with the bank.
- 4.5 The tentative price of the plot was Rs 84,00,000 fixed at the rate of Rs.21,000/- per sq yard.
- 4.6 As per allotment letter, payment of Rs.21,00,000.00 made by the complainant was adjusted towards initial 25% of the price of the residential Plot No.57 **(Annexure C-2)**. A copy of the clearance certificate issued by the

Punjab Gramin Bank Moga has been attached by the complainant with his complaint as **Annexure C-3**.

- 4.7 As per Clause 4 of the allotment letter, possession of the residential plot was to be handed over after the completion of the development works at site or 18 months from the date of issuance of the allotment letter whichever is earlier. A copy of the proof of payment of Rs.14,50,000 on 24.07.2015 has been attached by the complainant with his complaint as **Annexure C-4**.
- 4.8 The complainant had waited till Feb, 2018 for completion of the project to take possession of the residential plot.
- 4.9 Thereafter the complainant approached the respondent for refund of the total paid amount of Rs.22,90,000/- along with interest i.e. from 14.01.2015 to till date.
- 4.10 The complainant and his father visited the office of the respondent to return the amount.
- 4.11 Thereafter the complainant made a representation on 16.08.2019 requesting the respondent to refund the invested money, but he did not receive any reply from the respondent.
- 4.12 Vide communication dated 21.08.2019, the complainant stated that he has not paid further installments due to defective plot location/ non feasible for any residential construction or living as the KV 220V wires are laid just near to his plot. The complainant further requested the respondent not to charge any interest or penalty for the

remaining amount (**Annexure C-5 and** postal receipt **Annexure C-6**).

4.13 The complainant further mentioned in the representation that on his recent visit to the plot, it was noticed that no development works are going on. The level of his plot is very deep and requires high expenditure to build the house.

4.14 It is further alleged that even other allottees who applied for the plot at the time of initial sale, are not satisfied with the work done by the PUDA as no such 150' wide road has been laid till date and further internal roads are also not laid.

4.15 Possession of the residential plot was not given to him after lapse of 18 months from the date of allotment or the date of development as promised in the allotment letter.

5. It is the prayer of the complainant to direct the respondent to refund Rs.22,90,000/- along with interest @ 18 % per annum w.e.f 14.01.2015 till disbursement. The respondent be further directed to pay Rs.2,00,000/- for causing inconvenience and mental agony and also to Rs.1,00,000/- towards costs of litigation. The complainant has relied upon various documents to support his case including LOI, Allotment letter, clearance certificate by lender bank and representation to the respondent.

6. Upon notice Shri Bhupinder Singh, Advocate appeared for the respondent and submitted his reply dated 17.01.2020 to the following effect:

- 6.1 Earlier paras of the reply are introduction of the Act of 2016, reproducing of Section 3(1) of the Act and definition of "Ongoing Projects".
- 6.2 It is submitted that part of the project was completed prior to coming into force of the Act of 2016 and Partial Completion Certificate (PCC) was obtained on 28.04.2017 (Annexure R-1), thus this Authority has no jurisdiction to entertain the present complaint.
- 6.3 It is further averred that the respondent submitted an application for registration (Annexure R-2) of the remaining area of 29.79 acres which is yet to be planned (copy of plan Annexure R-3), on applying for registration of the project on 28.07.2017, this Authority registered the said area and issued registration number(Annexure R-4).
- 6.4 The respondent relied upon the order dated 16.09.2019 passed by this Authority in the matter of "Darshan Singh vs PUDA" directing the respondent to file detailed reply in view of the order passed by the Hon'ble Real Estate Appellate Tribunal, Punjab in Appeal No.49 of 2018 titled "Silver City Construction Limited Vs State of Punjab" (decided on 24.07.2019). It is stated that aggrieved by the orders dated 24.07.2019 and 16.09.2019 (at the time of filing of the reply) that the respondent reserves his right for availing remedies in accordance with the law.
- 6.4.1. It is stated by the respondent that in view of the filing of RERA-APPL-22-2019(O&M) by it before the Hon'ble High Court of Punjab and



Haryana raising the issue of jurisdiction of this Authority, the proceedings in the present complaint are liable to be dropped.

- 6.5 It is submitted that Punjab Regional and Town Planning and Development Act, 1995 (hereinafter referred to Act of 1995) was enacted to develop land in a planned manner in the State of Punjab Making Master Plan/Regional Plan and undertaking Urban Development and Housing Program by State Urban Planning and Development Authority/Special Urban Planning and Development Authorities/New Town Planning and Development Authorities.
- 6.7 To achieve the above objective of the Act, Punjab Urban Planning and Development Authority under Section-17 and Patiala Urban Planning Area and Development Authority amongst other Special Authorities under section 29 of the Act *ibid* had been constituted by the Government of Punjab.
- 6.8 Section 43 of the Act *ibid* empowered the authority to frame schemes for development of land owned by it or transferred to it by the State Government.
- 6.9 It is submitted that in view of the above provision, the respondent framed the scheme "GATEWAY CITY" for allotment of 417 freehold residential plots in Sectors 118-119, SAS Nagar which remained opened from 03.12.2024 to 15.01.2015.
- 6.10 It is further averred that terms and conditions of the allotment of plots were given in the brochure. The

respondent reproduced terms and conditions of the brochure from (a) to (i) which are not being quoted for the sake of brevity.

- 6.11 It was stated that the complainant with his open eyes applied for a plot measuring 400 sq. yards on 14.01.2015 and executed the following certificate:

*"I have carefully read and understood the terms and conditions given in the brochure which I accept without exception."*

- 6.12 In the draw of lots which was held on 19.03.2015 the complainant was successful, thereafter letter of intent (LOI) was issued on 28.05.2015 followed by allotment letter plotting Plot No.57 measuring 400 sq. yards on 16.08.2016 was issued and was accepted by the complainant.

- 6.13 It is further averred in the reply that in view of Condition No.3 (iii) of the allotment letter, the complainant was required to pay 75% of the tentative price of the plot either in lumpsum without any interest within 60 days or in 6 equated half-yearly installments (with first installment falling due after one year from date of allotment letter).

- 6.14 It is alleged that the complainant after paying 25% of the amount of the price of the plot did not pay any installment or interest accrued therein.

- 6.14 That as per Condition No. 4(i) of the allotment letter (possession of the plot shall be handed over after the completion of development works at site or 18 months

from the date of issue of allotment letter) the complainant was required to take possession, however he failed to pay the installments of the plot, due to which he remained unable to take possession of the plot.

6.15 It is submitted by the respondent that they received a letter dated 16.08.2019 from the complainant requesting for refund of the amount and not to charge any interest due to alleged non-feasibility of the plot allotted to him. It is further submitted that after taking report from the Field Staff and Accounts Wing, the plot was found feasible and an amount of Rs.68,88,000 towards installments + Rs.14,59,706/- towards penal interest were determined to be due as on 24.10.2019. Vide letter dated 05.12.2019 the respondent informed the complainant to take possession after paying the installments along with penal interest (Annexure R-5).

6.16 Regarding the contentions of the complainant qua the level of plot and not to charge interest or penalty for the remaining amount, the respondent submitted that as per the terms and conditions mentioned in the brochure, plot was to be allotted on 'as is whereis' basis, and no person shall claim for alternate plot and there is no such condition in the Act of 1995 and not to charge interest or penalty.

6.17 The respondent denied the allegations of mental agony and financial difficulties. It is stated by the respondent that being the Public Authority, they are bound to follow the provisions of the Act/Rules/Polices. The

representation dated 20.08.2019 was duly replied by the respondent on 05.12.2019.

6.18. Regarding the issue raised by the complainant about the development works, it is submitted by the respondent that the part of the project on which plot of the complainant is located is complete and PCC had already been obtained from the Competent Authorities and this part is not registered with this Authority.

6.19 It is averred in the reply that the allotment of the plot is governed by the Act of 1995 and there are provisions appeal and revision in the said Act. However, complainant failed to avail these remedies.

6.20 There is an arbitration clause also in the terms and conditions of the allotment and if the complainant has any grievance the matter be referred to the Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996.

6.21 It is contended that since the complainant failed to pay the due amount as per the schedule given in the allotment letter and further he failed to take possession of the plot, this complaint is liable to be dismissed.

7. Complainant filed the rejoinder reiterating the contents of his complaint and denied the contents of the reply submitted by the respondent.

8. Arguments for the both the side was heard with the documents being referred during the hearing.

9. Shri Vinod Verma, Counsel for the complainant reiterated the contents of his complaint as well as that of the rejoinder during the hearing of the case. He emphasized that since there were no development works and the plot being unusable as KV 220V wires were laid near to the plot of the complainant, he submitted representation on 16.08.2019 requesting the respondent to refund the amount. The learned Counsel for the complainant admitted that although the respondent sent reply to his letter vide letter no 4905 dated 05.12.2019 , but they did not answer to any grievance raised by him and actually in three line reply it was mentioned that as per the report of field staff his plot is ready and he can take possession by paying the outstanding installments along with penal interest. He further drew attention towards para 8 of the reply dated 17.01.2020 of the respondent wherein they quoted that they being aggrieved against the order passed by the Hon'ble Appellate Tribunal, Punjab and order dated 16.09.2019 passed by this Authority reserve their right for availing such remedies. However, till today, no judicial remedies have been placed on record by the respondent. Lastly, he also added that the learned Adjudicating Officer of this Authority vide his order dated 17.05.2021 while dealing with all the issues raised by the respondent allowed the complaint and granted relief as mentioned in above preceding para 3(ii) in favour of the complainant and against the respondent.

10. On the other hand, Shri Bhupinder Singh, Advocate and Shri Balwinder Singh Advocate appearing for the respondent while admitting the launching of the scheme, allotting of the residential plot No.57 in the Gateway City, Sector 118-119, SAS Nagar, Mohali by issuing letter of intent and allotment letter to the complainant on 28.05.2015 and 16.08.2016 respectively stated that the complainant

has not paid the due amount/installment on the scheduled time. It is admitted that the complainant has paid only 25% of the price of the plot and yet a sum of Rs.68,88,000/- towards installments + Rs.14,59,706 towards penal interest was due as on 24.10.2019. He further argued that the complainant was unable to take possession of the plot as he had not paid the instalments as per the schedule.

11. The undersigned has considered the rival contentions of both the parties and also perused the record available on this file.

12. From the pleadings of the parties, it is noted that there is no dispute about launching of the Scheme of "Gateway City" developed by the respondent at Sector 118-119, SAS Nagar, Mohali; issuance of letter of intent on 28.05.2015 in favour of the complainant; thereafter allotting of residential plot No.57 to the complainant vide Allotment Letter dated 16.08.2016; depositing of 25% of the tentative price of the residential plot; and submission of representation dated 16.08.2019 by the complainant seeking refund of the deposited amount and thereafter reply by them thereto.

13. The relief sought by the complainant is refund of the amount of Rs.22,90,000.00 along with interest and compensation of Rs.2.00 lakh and litigation costs of Rs.1.00 lakh.

14. However, it is noteworthy that vide order dated 26.12.2023 the learned Adjudicating Officer of this Authority has already awarded compensation and litigation cost as per above preceding para 3(iv) to the complainant. As such these issues are not being dealt with by the undersigned.

15. The complainant was allotted a residential plot of 400 yd<sup>2</sup> through a draw of lots by the respondent conducted on 19.03.2015. Letter of Intent was signed on 28.05.2015 narrating the schedule of

payment, , penalty for the delay and the price of the plot of 400 sq Yard was fixed at Rs. 84,00,000/- .Accordingly, the complainant paid a sum of Rs. 8, 40, 000 on 14.01.2015 being 10% of the tentative price of plot fixed at Rs. 84,00,000 and later on a sum of Rs. 14,50,000 on 24.07.2015. Thus the total sum paid by the complainant was ₹ 22,90,000/- . An allotment letter for the said plot issued by the respondent on 16.08.2016, i.e. after the delay of more than a year with a promise that the plot will be handed over by 15.02.2018.

16. The Complainant, finding that the project is not progressing as promised and the possession is not offered by the promised due date, requested for refund of the amount paid along with interest vide letter dated 16.08.2019. From the perusal of records it is evident that the respondent has not issued any Possession letter or cancellation letter to the complainant at any point of time before he approached to the Respondent for refund. It is contended that as per the clause 4(I) of the allotment letter no 38049 dated 16.08.2016, the said plot will be handed over to the allottee after the completion of the project work at site of 18 months from this letter, whichever is earlier with a rider that if possession is not taken by the allottee within stipulated period, it shall be deemed to have been handed over on the expiry of the said date.

16.1 It is also a matter of fact that respondent was not able to hand over the possession of the plot under consideration within 18 months from the date of allotment as agreed in the allotment letter. The complainant was having no occasion to know about the completion of the project till he opted to withdraw from the project and requested for refund of the amount deposited with the respondent along with the interest and at that point of time the respondent computed the

panel amount due to the complainant on the pretext that he has not paid his part of payment as per the schedule plan in the allotment letter.

16.2 The complainant has averred that after waiting of the scheduled time period by which the possession was agreed he found that the plot location was defective/not feasible for any residential construction or for living as the 220V High Tension wire passes nearby the plot. It was also noticed by the complainant that no development work was going on and the level of the said plot very deep and requires high expenditure to build the house.

16.3 The argument extended by the Respondent that the plot was intended to be handed over 'as is where is' by no imagination mean that it can be a plot of non usability. The Respondent has not manifested that the apprehension of allottee regarding the levelling of plot or Power line passing nearby are fulfilled or they are baseless. These allegations were neither denied nor were any plausible explanation offered.

17. The respondent in their reply and argument contended that the plot was ready in all aspect and partial completion certificate was obtained 28.04.2017 itself and has made an application for registration of the remaining area of 29.79 Acres. The respondent contended that complainant was required to pay the instalments as per clause 3 (iii) of allotment letter which he has failed and thus is liable for penal interest. In the argument /reply, the respondent, however, remain silent on the alleged high tension wire passing nearby the plot whether the same is removed or will be removed and also non-living condition of the plot alleged by the complazainant.



18. The argument of respondent that no instalments were paid by the complainant does not stand ground as the complainant is within its right to stop the payments if the development work is not complete. Further, since the respondent has failed to complete the development work and /or deliver the possession of the plot to the complainant within 18 months i.e 16.02.2018 and as such delay is attributable to the respondent.

19. The respondent has not established that the development work is complete and completion certificate has been obtained within the agreed time. In other words neither the development work were complete nor was the possession given within 18 months of the issuance of the allotment letter as agreed upon. The contention of respondent that partial completion certificate was obtained on 28.04.2017 on the basis of report of Inspection committee of PUDA does not correlate with the act of respondent of not providing possession to the complainant till the date of request of refund in August 2019.

20. Regarding the objection raised by the respondent that the order passed by the State Government or the competent authority was final and were not to be questioned in any suit or other legal proceedings, the Section 31 of the Act of 2016 provides opportunity for filing of a complaint by an 'aggrieved person'. Further, Section 88 and Section 89 of the Act of 2016 provide that its provisions would be in addition to those of any other law in force at the time; and also that the Act of 2016 would have overriding effect in case of inconsistency with any other law. The Act of 2016 is a Central legislation and its working cannot be restricted by any State law. Thus, the contention that Section 174 of the Act of 1995 ousted the jurisdiction of this Authority cannot be sustained.

21. Another argument of the respondent that as per Section 45 of the Act of 1995 there is remedy of appeal and revision, but the complainant failed to avail these remedies. However, the Act of 2016 provides an alternative remedy to an aggrieved allottee; and this remedy cannot be denied on the ground that the remedy available in the pre-RERA days should have been pursued.

22. Further, the another objection raised by the learned Counsel for respondent about the presence of an arbitration clause in the terms and conditions of the allotment letter, it is noted that the scope of Section 8 (1) of the Arbitration and Conciliation Act, 1996 and its relevance had been considered by the Hon'ble National Consumer Disputes Redressal Commission in its order dated 13.07.2017 in the case of "Aftab Singh Vs. EMAAR MGF Land Ltd. and Anr." In its order the Hon'ble National Commission has held as under in para 47 thereof:

*"...Hence, in view of the binding dictum of the Hon'ble Supreme Court in Ayyaswamy (supra), the matters/ disputes, which the Authorities under the Real Estate Act are empowered to decide, are non-arbitrable, notwithstanding an Arbitration Agreement between the parties to such matters, which to a large extent, are similar to the disputes falling for resolution under the Consumer Act."*

22.1. It is a matter of record that the order of the Hon'ble National Commission had been upheld upto the level of the Hon'ble Supreme Court.

23. Any offer of possession without completion of essential and promised infrastructure and amenities confers the right upon the allottee to refuse the proposal of taking possession. Any provision in the agreement or allotment letter by whatever name it is, which provides for deeming provisions for taking possession may be

invoked only if the promoter is able to prove unconditionally that all the essential/ agreed infrastructure, amenities and facilities are complete and the possession is being offered on time. In the present case the respondent was unable to manifest that the project was complete to the extent of agreement even after the due date agreed upon. The partial completion certificate (supra) indicates that the project is still incomplete on several aspect. Having said that, complainant is well within its right to ask for refund along with interest under section 18 of the act if the unit promised to him has not been provided within the stipulated time.

24. It is a cardinal financial principle that the interest of any money belongs to the person (complainant) who owns the money. In case the money is utilized by other person (respondent) without any due compensation to the owner of money, the interest earned on it should be refunded to the owner (complainant). Thus, from the above discussion, it is clear that failure of the respondent to deliver possession to the complainant within the time line mentioned in the allotment letter, compelled the complainant to request the respondent for relief of refund of Rs.22,90,000/- deposited by him for the purchase of residential plot in the 'Gateway City' at Sector 118-119, SAS Nagar, with the respondent along with interest thereon.

25. As a sequel of above discussion, the present complaint is accordingly allowed and following reliefs are granted to the complainant:

- i. The respondent is directed to refund the amount of Rs.22,90,000/- with interest at the rate of 11.10% per annum (today's State Bank of India highest Marginal Cost of Lending Rate of 9.10% plus two percent) prescribed in

Rule 16 of Rules of 2017 from the date of deposit till realization.

- ii. The respondent is also further directed that the refund along with interest should be made within the statutory time i.e ninety days stipulated under Rule 17 of the Rules, 2017 from the date of receipt of this order and thereafter submit a compliance report to this Authority about payment of the amount along with interest as directed.

26. It may be noteworthy that in case compliance report is not submitted by the respondent after the expiry of above stated period of ninety days and further any failure to comply with or contravention of any order, or direction of this Authority may attract penalty under Section 63 of this Act of 2016.

27. The complainant is also directed to submit report to this Authority that he has received the amount of Rs.22,90,000/- along with interest as per directions issued in this order. Till then the complainant shall have the charge on the allotted residential plot No.57 in the project "Gateway City", Sector 118-119, SAS Nagar. The complainant is further directed to execute a Cancellation Deed on receipt of full payment of refund and interest thereon from the respondent thereafter.

28 . File be consigned to record room after due compliance.



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