



# Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018

**Before the Bench of Sh. Rakesh Kumar Goyal, Chairman.**

Phone No. 0172-5139800, email id: [pschairrera@punjab.gov.in](mailto:pschairrera@punjab.gov.in) & [pachairrera@punjab.gov.in](mailto:pachairrera@punjab.gov.in)

1. **Complaint No.** :- GC No. 0271/2024
2. **Name & Address of the complainant (s)/ Allottee** :-
  1. Ms. Prabhjyot Kaur Walia,
  2. Ms. Jaswinder Singh Walia,
 (Both at Flat No. 5, Tower A, 3<sup>rd</sup> Floor, Sandwood Opulencia, Sector 110, SAS Nagar (Mohali), Punjab – 140307.)
3. **Name & Address of the respondent (s)/ Promoter** :-
  1. ATS Estates Pvt. Ltd.
  2. ATS Infrastructure Pvt. Ltd. through its MD/Directors
  3. Dynamic Colonisers Pvt. Ltd. through its MD/Directors
 (All at 711/92, Deepali, Nehru Place, New Delhi – 110011).
4. **Date of filing of complaint** :- 02.08.2024
5. **Name of the Project** :- ATS Golf Meadows Lifestyle
6. **RERA Registration No.** :- PBRERA-SAS79-PR0007
7. **Name of Counsel for the complainant, if any.** :- Sh. Sanjeev Gupta, Advocate
8. **Name of Counsel for the respondent, if any.** :- Sh. Hardeep Saini, Advocate for respondent
9. **Section and Rules under which order is passed** :- Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. State RERD Rules, 2017.
10. **Date of Order** :- 18.09.2025

**Order u/s. 31 and Section 40(1) of Real Estate (Regulation & Development) Act, 2016 read with Rules 16 and 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017.**

The present complaint dated 02.08.2024 has been filed by Ms. Prabhjyot Kaur Walia & Sh. Jaswinder Singh Walia (hereinafter referred as the 'Complainants') u/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'RERD Act, 2016') read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules') before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority') relating to the project 'ATS Golf Meadows Lifestyle' at Village Madhopur, Tehsil Derabassi, Distt. SAS Nagar (Mohali), Punjab (project area 84208.0000 sq. meters) against the respondents-promoter ATS Estate Pvt. Ltd and Ors. seeking the relief of delayed interest on the amount of Rs.7,95,000/- for the period in possession.

2. The brief gist of the complaint, as alleged by the complainant is that in December 2016, the complainants booked a residential apartment bearing no. 09023,





Tower-9, 2<sup>nd</sup> Floor, admeasuring 1650 sq. ft. in the project ATS Golf Meadows Lifestyle-2 at Derabassi, District Mohali, Punjab, developed by the respondents, and paid an initial sum of ₹1,00,000/- vide cheque dated 26.12.2016, which was confirmed by letter dated 07.01.2017; thereafter, further amounts of ₹5,00,000/- were paid vide three cheques, and vide allotment letter dated 17.03.2017 the said apartment was allotted to the complainants and a Buyer's Agreement was executed on the same date, fixing the total sale consideration at ₹38,50,000/- inclusive of car parking and IFMS, with a possession timeline of 42 months plus 6 months' grace from commencement of construction, which started in February 2017 as confirmed by the respondents, making 28.02.2021 the committed date for delivery; by 09.06.2017, the complainants had paid a total of ₹7,95,000/- evidenced by receipts, while the next installment of ₹7,60,000/- linked to 50% completion of structure never became due as the respondents failed to construct Tower-9, and despite repeated requests the respondents neither delivered possession nor gave a clear timeline, though the complainants, having always paid on time, wish to remain in the project and take possession of the allotted unit, and therefore under proviso to Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 16 of the Punjab Rules, 2017, the respondents are liable to pay interest on ₹7,95,000/- for the delay in possession from 28.02.2021 until handing over effective possession as per specifications and after obtaining the occupancy certificate, apart from other reliefs as this Hon'ble Authority may deem fit.

3. In response to notice, the respondent filed its reply and made the averments that the project in question is "ATS Golf Meadows Lifestyle," located in Village Madhopur, Tehsil Derabassi, SAS Nagar, Punjab, developed by the Respondent-company. It is registered under RERA with Registration No. PBRERA-SAS79-PR0007, effective from 01.09.2017, with a declared completion date of 01.09.2026 and no cause of action has arisen as the possession is not due before 01.09.2026, making the complaint premature. They also assert that the complaint is based on a selective interpretation of RERA provisions, without acknowledging the promoter's rights under the Act. According to them, no violation of the RERA Act or Rules has occurred, and the dispute pertains to contractual obligations, not regulatory breaches. On merits, it is submitted by the respondent that regarding booking of apartment no. 9023, Tower-9, 2nd floor, having super area of 1650 sq. ft. are a matter of record, however the averments regarding payments allegedly made are not admitted and the complainants are put to strict proof of the same. The handing over of possession was subject to the fulfilment of terms and conditions of the buyer's agreement,





but the construction was delayed due to non-deposit of timely payments by the allottees. In any event, the project stands registered with Punjab RERA with the date of completion fixed as 01.09.2026, and the company is making earnest efforts to deliver possession at the earliest, subject to minor extensions due to force majeure conditions arising out of COVID-19. Without prejudice, as per section 15 of the buyer's agreement, the respondent is ready and willing to refund the entire amount received against the said unit along with interest at prevalent MCLR rates, since the delay in completion is due to reasons beyond the control of the company. The complainants are not entitled to the reliefs claimed or any other relief, as the same would prejudice the rights of other allottees, nor are they entitled to any interim reliefs or directions as sought. Certain paras of the complaint call for no reply. In view of the above, it is respectfully prayed that the instant complaint, being devoid of merit, be dismissed with costs throughout, and further that the same deserves to be dismissed with exemplary costs in the interest of justice and equity, as the complainants have no cause of action to invoke jurisdiction under the Real Estate (Regulation and Development) Act, 2016.

4. The violations and contraventions contained in the complaint were given to the representative of the respondents to which they denied and did not plead guilty. The complaint was proceeded for further inquiry.

5. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint.

6. That representatives for parties addressed arguments on the basis of their submissions made in their respective pleadings as summarised above. I have duly considered the documents filed and written & oral submissions of the parties i.e., complainant and respondents.

7. From the pleadings and documents placed on record, certain facts remain undisputed between the parties. It is admitted that the complainants booked apartment no. 09023, Tower-9, 2nd Floor, having a super area of 1650 sq. ft. in the project "ATS Golf Meadows Lifestyle-2" at Derabassi, District Mohali, Punjab, being developed by the respondents. A Buyer's Agreement was duly executed on 17.03.2017 between the parties, fixing the total sale consideration at ₹38,50,000/- inclusive of car parking and IFMS. It is further not in dispute that the complainants paid an amount of ₹7,95,000/- towards the price of the unit by June 2017, evidenced by receipts issued by the respondent. The construction of Tower-9 commenced in February 2017, and as per the Buyer's Agreement, the due date





for handing over possession worked out to 42 months plus 6 months' grace period from the date of commencement of construction. These facts are a matter of record and not seriously denied by either side.

8. The complainants have argued that they booked apartment no. 09023, Tower-9, 2nd Floor, admeasuring 1650 sq. ft. in the project "ATS Golf Meadows Lifestyle-2" at Derabassi, District Mohali, Punjab, and executed a Buyer's Agreement dated 17.03.2017 with the respondents. As per Clause 14 of the agreement, the possession of the unit was to be delivered within 42 months from the date of commencement of construction, with a further grace period of 6 months. Since the construction of Tower-9 commenced in February 2017, the contractual due date of possession fell on 28.02.2021. The complainants submit that they have already paid a sum of ₹7,95,000/- towards the total consideration of ₹38,50,000/-, and that all payments were made in time as per the schedule. It is their grievance that the respondents have failed to complete the tower or deliver possession of the allotted unit by the committed date, and despite repeated requests, have not provided a definitive timeline for possession.

9. The complainants contend that in terms of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016, if the promoter fails to complete or is unable to give possession in accordance with the terms of the agreement for sale, the allottee is entitled either to withdraw from the project with refund and interest, or, if he chooses to remain in the project, to receive interest for every month of delay till handing over possession after obtaining the occupancy certificate. Since the complainants wish to remain in the project and take possession of the allotted unit, they claim entitlement to interest on the amount deposited, calculated from 28.02.2021 until the actual date of delivery of effective possession, as per Rule 16 of the Punjab Real Estate (Regulation and Development) Rules, 2017. The defence taken by the respondents that the project is registered with Punjab RERA with completion date as 01.09.2026 cannot override the binding commitment made under the Buyer's Agreement, which is enforceable under the Act.

10. It is not in dispute that the complainants booked the said apartment and paid a total sum of ₹7,95,000/-, and that a Buyer's Agreement was executed on 17.03.2017. It is also admitted that construction of Tower-9 commenced in February 2017, and as such, by virtue of Clause 14 of the Buyer's Agreement, the committed due date of possession





worked out to 28.02.2021 (42 months plus 6 months' grace). The respondents have failed to show that the tower was completed or possession offered by the said date.

11. During the course of arguments, a query was put to the learned counsel for the respondent no. 1 as to whether possession of the unit has been handed over to the complainants, to which the answer was in the negative. When further asked whether the project had received any Partial Completion Certificate (PCC), Occupancy Certificate (OC) or Completion Certificate (CC), the answer was also in the negative. Thus, it stands established on record that possession has not been handed over to the complainants till date, nor has the project received the requisite statutory approvals necessary for offering possession.

12. The learned counsel for the respondent also could not produce any document on record to substantiate the plea that the complainants defaulted in making payments as per the agreed schedule. On the contrary, the receipts filed by the complainants clearly establish that they deposited the amount of ₹7,95,000/- in time.

13. It is further to be noted that, in view of the unprecedented circumstances of the COVID-19 pandemic, a one-time extension of 6 months was granted to all projects as force majeure relief. Therefore, the committed date of possession stands extended from 28.02.2021 to **31.08.2021**. Even after availing of this statutory extension, the respondents have failed to deliver possession of the unit or to complete Tower-9. The contention of the respondents that the project is registered with Punjab RERA with completion date up to 01.09.2026 is not sustainable, as the Buyer's Agreement executed with the complainants creates binding contractual obligations, and the promoter cannot take shelter under the registration validity to deny or delay possession indefinitely.

14. In view of the above discussion, it is held that the due date for handing over possession of the subject unit, after allowing for the six months' COVID-19 extension, was 31.08.2021. Since the respondents have failed to deliver possession even thereafter, and as possession has admittedly not been handed over nor any PCC/OC/CC obtained, they are clearly in default of their obligations. Further, there is no material on record to establish that the complainants ever defaulted in making payments. Accordingly, in terms of proviso to Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 16 of the Punjab Real Estate (Regulation and Development) Rules, 2017, the respondents are held liable to pay interest to the complainants on the deposited amount of ₹7,95,000/-





for the period of delay commencing from 01.09.2021 until the date of handing over effective possession of the unit, complete in all respects as per the agreement and after obtaining the occupancy certificate. The complainants shall remain entitled to possession of the unit, and the respondents are directed to fulfil their obligations as mandated under the Act and the Buyer's Agreement. For ready reference, Section 18 of the RERD Act, 2016 reads as under:-

*"18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—*

*(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or*

*(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:*

*Provided that where an allottee does not intend to withdraw from the project, he 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."*

15. In view of the above, the complaint is **Partly Allowed** and complainant is entitled for interest upon the delayed period w.e.f. 01.09.2021 (i.e. from the due date of possession to be offered) @ 10.85% (i.e. 8.85% SBI's Highest MCLR Rate applicable as on 15.07.2025 + 2%) till the date of valid offer of possession, as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. The complainant is also directed to pay the balance payment to the respondent, after deducting the accrued interest, at the time of valid offer of possession, if any. 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, the calculation of delayed interest upto 31.08.2025 is calculated as follows:-

Interest payable from	Principal Amount Paid	Interest Calculated till	Rate of Interest as per order	Tenure	Interest Amount
1	2	3	4	5	6
01.09.2021	7,95,000/-	31.08.2025	8.85%	48 Months	2,81,430/-

16. The Hon'ble Supreme Court, in its judgment in the matter of *M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and Others (Civil Appeal Nos. 6745-6749 of 2021)*, has upheld that the refund to be granted u/s. 18 read with Section 40(1) of





the Real Estate (Regulation & Development) Act, 2016 is to be recovered as Land Revenue alongwith interest and/or penalty and/or compensation.

17. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the above amount shall be recovered as Land Revenue. The total amount due towards delayed interest upto 31.08.2025 is Rs.2,81,430/- and the respondent is directed to make the payments within 90 days to the complainants and offer valid offer of possession. After, 01.09.2025 the promoter is liable to pay an amount of Rs.5,863/- per month as interest till the valid & due possession is not offered to the complainants. Further, if any amount due by the complainant at the time of offer of possession, first it will be adjusted as payment from the interest accrued i.e. payable from the promoter at the time of offer of possession.

18. The amount of Rs.2,81,430/- upto 31.08.2025 as interest upon the delayed period, as determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016; has become payable by the respondent to the complainant and the respondent is directed to make the payment within 90 days from the date of receipt of this order as per Section 18 of the Real Estate (Regulation & Development) Act, 2016 read with Rules 17 of the Punjab Real Estate (Regulation & Development) Rules, 2017. The amount of Rs.2,81,430/- determined as interest upon the delayed period upto 31.08.2025 and further a sum of Rs.5,863/- to be payable as interest per month from 01.09.2025 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.

19. The Secretary of this Authority is hereby directed to issue a **"Debt Recovery Certificate"** immediately and send the same to the 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"**. 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 "Debt Recovery Certificate" to the Competent Authority for recovery. Further, Ms. Prabhjot Kaur Walia and Sh. Jaswinder Singh Walia are held to be **Decree Holder** and the Respondents i.e. **M/s. ATS Estates Pvt. Ltd. as judgment debtors for the purposes of recovery under this order.**



20. No other relief is made out.

21. A copy of this order be supplied to both the parties under Rules and file be consigned to record room.

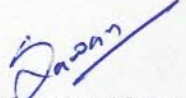
**Chandigarh**  
**Dated: 18.09.2025**



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

A copy of the above order may be sent by the Registry of this Authority to the followings:-

1. Ms. Prabhjyot Kaur Walia,
2. Ms. Jaswinder Singh Walia,  
(Both at Flat No. 5, Tower A, 3<sup>rd</sup> Floor, Sandwood Opulencia, Sector 110, SAS Nagar (Mohali), Punjab – 140307.)
3. ATS Estates Pvt. Ltd.
4. ATS Infrastructure Pvt. Ltd. through its MD/Directors
5. Dynamic Colonisers Pvt. Ltd. through its MD/Directors  
(All 3 to 5 at 711/92, Deepali, Nehru Place, New Delhi – 110011).
6. The Secretary, RERA, Punjab.
7. Director (Legal), RERA, Punjab.
8. The Complaint File.
9. The Master File.

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