



## Real Estate Regulatory Authority, Punjab

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

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| 1. Complaint No.                                   | GC No. 0350/2022   |
| 2. Name & Address of the complainant (s)/ Allottee | Smt. Tarwinder Kaur W/o Sh. Parminder Singh r/o 34-U/A (5957), Jawahar Nagar, Kamla Nagar, Delhi-110007.   |
| 3. Name & Address of the respondent (s)/ Promoter  | 1. M/s Ever Rich Buildcon Pvt. Ltd., Avenue 125 Near Vidya Valley School, Sector 125, Mohali – 140301 & at Unit No. 8-9, 3 <sup>rd</sup> Floor, Sunny Business Centre, Sector-125, Mohali-160125.<br><br>2. M/s Piramal Capital Housing Finance Ltd. (Earlier DHFL now merged with PCHFL), 601, 6 <sup>th</sup> Floor, Amiti Building, Agastya Corporate Park, Kamani Junction, Opp. Fire Station, LBS Marg, Kurla (W), Mumbai-400070<br><br>2 <sup>nd</sup> Address: Local office at SCO 811-12, IInd Floor, Sector-22A, Chandigarh-160022. |
| 4. Date of filing of complaint                     | 01/07/2022   |
| 5. Name of the Project                             | Avenue 125, Tehsil Kharar, District SAS Nagar  |
| 6. RERA Registration No.                           | PBRERA-SAS80-PB0051  |
| 7. Name of Counsel for the complainant, if any.    | Advocate, Mr. Amit Kumar, Counsel for the complainant  |
| 8. Name of Counsel for the respondents, if any.    | Advocate Sh. Kuldeep Singh for the respondent no.1 & Advocates Sh. Ajay Kalra & Ms. Isha Janjua, Counsels for the respondent no.2  |
| 9. Section and Rules under which order is passed   | Section 31 of the RERD Act, 2016 r.w. Rule 36 of Punjab State RERD Rules, 2017.  |
| 10. Date of Order                                  | 06.04.2026   |

**Order u/s. 31 read with Section 40(1) of Real Estate (Regulation & Development) Act, 2016 r/w Rules 16, 24 and 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017**

The present complaint dated 16.04.2025 has been filed by Smt. Tarwinder Kaur (hereinafter referred as the 'Complainant' for the sake of convenience and brevity) u/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'RERD Act, 2016' for the sake of convenience and brevity) read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules' for the sake of convenience and brevity) before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority' for the sake of convenience and brevity) **seeking refund of whole payment against the allotted unit along-with interest as per RERD Act, 2016** relating to a RERA registered project namely 'Avenue 125' developed on a portion of land situated at Village Jhandpur, Hadbast No. 28, Tehsil Kharar, Distt. SAS Nagar Mohali promoted by M/s. Ever Rich Buildcon Pvt. Ltd.



having office at Near Vidya Valley School, Sector 125, Mohali – 140301 & Unit No. 8-9, 3rd Floor, Sunny Business Centre, Sector-125, Mohali-160125. (hereinafter referred as the Respondent No.1 for the sake of convenience and brevity) and registered with RERA Pb. (Registration No. - PBRERA - SAS80 - PB0051).

2. The brief gist of this complaint is that the complainant, acting upon the representations of the Respondent No.1 regarding good quality and timely delivery, booked & allotted on 21.04.2016, a residential flat No. B-704 measuring 1650 sq. ft. on 7<sup>th</sup> Floor, Tower No. B in the project "Avenue 125" situated at village Jhandpur, Tehsil Kharar, District SAS Nagar, Punjab, duly registered with this Hon'ble Authority under registration no. PBRERA - SAS80 - PB0051. An Apartment Buyer's Agreement was executed on 21.04.2016 whereby the possession of the unit was contracted to be delivered within 30 months from the date of execution of Apartment Buyer's Agreement. The para 15 reads as under:-

**15. Time of Handing Over Possession**

*Barring unforeseen circumstances and Force Majeure events as stipulated hereunder, the possession of the said Apartment is proposed to be delivered by the Company to the Allottee within **30 months (Thirty Months)** (hereinafter referred to as "the Stipulated Date") from the date of execution of Apartment Buyer's agreement, subject to timely payment by the allottee(s) towards the basic sale price and other charges, as determined in terms of the Agreement. The time frame for the delivery of possession provided hereinabove is tentative and shall be subject to force majeure and timely and prompt payment of all installments and the completion of formalities required. The company shall be entitled to avail execution of time for completion of project if delay in completion of same occurs due to departmental delay or any other circumstance beyond the power and control of the developer. The company shall be entitled to six (6) months additional period in the event there is delay in handling over possession. However, in case of delay beyond a period of six (6) months and such delay is attribute to the company, the company shall be liable to pay compensation @ Rs.4.00 per sq. ft. per month of the Super Area of the flat for the period of further delay. (emphasis supplied)*



2.1 The complainant, under the construction-linked payment plan, have paid a total sum of ₹32,11,630/- inclusive of GST out of the total sale

consideration of ₹33,00,000/- besides PLC of Rs.75,000/-, External Development Charges (Actual), Covered Car parking costing Rs.1,00,000/-, One Time Club Membership of Rs.1,00,000/- and Govt. Dues and taxes, as contended by her. The complainant alleged that the respondent no.1 never offered possession of the flat which was in fact to be submitted on or before 21.10.2018 as per apartment buyer's agreement. The Respondent No.1 in its reply dated 01.03.2023 alleged that the complainant failed to pay the balance amount in spite of many notices sent to her. As per documents filed by the respondent no.1, it was the last payment of Rs.7,07,192/- inclusive of GST to be done on intimation of offer of possession which has not been paid by the complainant. Another document filed by the respondent no.1 is a copy of email dated 02.05.2022 wherein it has been informed to the complainant that her booking stands cancelled and amount standing to her credit against the said booking stands forfeited as per terms and condition of the booking/ company's policy. The complainant had sent a legal notice to the respondent company on 13.05.2022 as well. Accordingly, it is prayed that this Hon'ble Authority may be pleased to direct the respondent to **refund the entire amount deposited by the complainant along with interest** from the date of deposit till its actual realization. It is further prayed that the respondent be directed to rectify the cancellation letter issued in respect of the said flat. The complainant has also sought litigation expenses amounting to ₹2,00,000/-.

3. The respondent No. 1, M/s Ever Rich Buildcon Pvt. Ltd., has filed its written reply contesting the complaint and raising several preliminary objections. It is contended that the complaint is not maintainable as the complainant has allegedly concealed material facts and has approached this Authority on false and frivolous grounds. The respondent submits that repeated demand notices were issued to the complainant through e-mails dated 12.09.2019, 13.09.2019, 13.10.2019, 20.10.2019, 01.11.2019, 26.11.2019, 29.11.2019 and 17.12.2019 calling upon the complainant to clear the



outstanding balance amount, but the complainant allegedly failed to make the required payments despite the flat being ready for delivery. The respondent further states that sale deeds were executed with other purchasers in the same project, thereby demonstrating that the project was completed and possession was offered. It is also contended that under Clause 10 of the agreement the complainant is liable to pay holding charges at the rate of ₹4 per square foot for retaining the flat despite failure to complete the payment obligations, and the holding charges calculated till 02.05.2022 amount to ₹2,90,400 excluding interest. It is further stated that an intimation of possession was issued to the complainant via e-mail dated 13.09.2019 and the complainant did not raise any objection thereto. The respondent asserts that the complainant subsequently requested cancellation of the unit vide notice dated 01.05.2022 and the respondent accepted the said request and approved the cancellation on 02.05.2022. The respondent further states that a tripartite agreement existed between the complainant, the respondent, and Dewan Housing Finance Corporation Limited, and as per Clause 10 of the said agreement the amount financed by the lender is to be refunded directly to the lender in case of cancellation. According to the respondent, the complainant failed to obtain the necessary No Objection Certificate from the lender and did not complete the required formalities for cancellation, and therefore the complainant is not entitled to the refund claimed.

4. Respondent No. 2, Dewan Housing Finance Corporation Limited, now known as Piramal Capital & Housing Finance Limited, has also filed a reply stating that the complainant had availed a housing loan for the purchase of the said apartment. It is submitted that a loan facility of ₹15,79,653/- was sanctioned in favour of the complainant and an amount of ₹14,29,653/- was disbursed on 26.09.2017 for the purchase of the subject unit, with a repayment tenure of twenty years. The respondent No. 2 submits that the rights and obligations of the parties are governed by the loan agreement executed between the borrower and



the lender. It is contended that the complainant did not inform the lender about the cancellation letter dated 02.05.2022 issued by the developer. The lender submits that in the event of cancellation of the allotment or refund of the sale consideration, it has the first charge over the property and the refund amount to the extent of the outstanding loan liability should be remitted to the lender in accordance with the terms of the tripartite agreement. It is further submitted that the liability of repayment of the loan rests solely upon the borrower and cannot be transferred to a third party contrary to the loan agreement.

5. The complainant has filed a replication to the written statement of the respondents denying the allegations made therein. The complainant submits that the allegations regarding concealment of facts and non-payment of balance amount are false and misleading. It is specifically denied that any demand notices were received from the respondent or that the complainant failed to make payments demanded by the respondent. The complainant reiterates that all payments demanded by the respondent were duly made and that the delay in possession occurred solely due to the default of the respondent. The complainant further denies having made any request for cancellation of the flat and asserts that the alleged cancellation letter does not reflect any voluntary request from her side. It is further stated that the housing loan sanctioned by the lender covered only a portion of the total amount and that the complainant has also contributed substantial amounts from her own funds. The complainant submits that she continues to pay the EMI towards the loan availed from the lender and therefore remains entitled to seek refund of the entire amount paid to the developer.

6. The violations and contraventions contained in the complaint were given to the representative of the respondent no.1 to which it denied and did not plead guilty. The complaint was proceeded further.

7. The representatives for both parties addressed their arguments on the basis of their submissions made in their respective pleadings as summarized



above. I have duly considered the documents filed and written & oral submissions of the parties i.e., complainant and respondent.

8. It is an admitted position on record that the complainant booked & allotted on 21.04.2016 a residential flat No. B-704 measuring 1650 sq. ft. on 7<sup>th</sup> Floor, Tower No. B in the project "Avenue 125" situated at village Jhandpur, Tehsil Kharar, District SAS Nagar, Punjab, duly registered with this Hon'ble Authority under registration no. PBRERA-SAS80-PB0051. The possession was stipulated to be delivered on or before 21.10.2018 (30 months from the apartment buer's agreement dated 21.04.2016). The total sale consideration of the unit was fixed at ₹33,00,000/- excluding GST & other charges, against which the complainant has already paid ₹32,11,630/- including GST, as contended by the complainant. No occupation certificate/ partial completion / completion certificate has been placed on record by the respondent no.1. For ready reference, the payments made by the complainant is as under:-

Date of Payment	Mode of Payment	RTGS/NEFT No.	Debit Amount (Rs.)
25-04-2016	Bank Of Baroda-RTGS	BARBR52016042500887175	2,44,355/-
25-04-2016	Cash		1,00,000/-
18-06-2016	Bank Of Baroda-RTGS	BARBR52016061800888082	3,44,850/-
17-08-2016	Bank of Baroda-NEFT	BARBH16230648895	1,72,425/-
15-10-2016	Bank of Baroda-RTGS	BARBR52016101500787835	2,50,000/-
16-02-2017	Bank of Baroda-NEFT	BARBH17047643550	1,20,000/-
16-02-2017	HDFC Bank-RTGS	HDFCR520170216905727	2,15,000/-
20-02-2017	HDFC Bank-RTGS	HDFCR5201702209077384	3,00,000/-
20-02-2017	Bank of Baroda-NEFT	BARBH17051629473	1,15,000/-
26-09-2017	Directly From Piramal (DHFL)		12,00,000/-
07-08-2018	Directly From Piramal (DHFL)		1,50,000/-
Total			32,11,630/-

9. The complainant argues that respondent no. 1 failed to deliver possession of the apartment within the period stipulated under the Buyer's Agreement and therefore committed breach of contractual obligations as well as statutory obligations under the Real Estate (Regulation and Development) Act, 2016. The complainant submits that she made all payments demanded by the respondent and that the respondent continued to delay the project while extracting money under various pretexts. It is further argued that the alleged cancellation of



the allotment was not initiated by the complainant but was carried out unilaterally by the respondent without proper justification. The complainant therefore seeks refund of the entire amount paid along with interest as provided under the RERD Act, 2016. The respondent, on the other hand, argues that there was no delay on its part in completing the project and that possession was offered to the complainant in September 2019. The complainant has also contended that there is no clause for cancellation of flat under the Apartment Buyer's Agreement. The respondent no.1 has not rebutted the same. However, in this case, the respondent has failed to demonstrate that there was any default on the part of the complainant. It is observed that unilateral cancellation of a flat allotment by a builder without the buyer's consent is generally not binding and is considered an unfair trade practice, especially if done without proper notice or due process. On 02.04.2019, the Hon'ble Supreme Court passed a judgment in the matter of **Pioneer Urban Land & Infrastructure Limited v. Govindan Raghavan (C.A. No. 12238 of 2018)**, wherein it was held that the incorporation of one-sided clauses in an Agreement constitutes the unfair trade practices within the meaning of Section 2(r) of the Consumer Protection Act, 1986, and such clauses cannot bind a party. Similarly, absence of cancellation clause even in case of defaults by the buyer can-not be held binding amongst the parties.

9.1 According to respondent no.1, the complainant failed to clear the outstanding dues despite repeated reminders and therefore breached the terms of the Buyer's Agreement. The respondent further submits that the complainant herself sought cancellation of the allotment and the company merely accepted the said request. It is further argued that in view of the tripartite agreement, any refund payable must first be adjusted towards the outstanding loan liability owed to the lender.

9.2 Respondent No. 2 submits that the complainant had availed a housing loan of ₹15,79,653, out of which ₹14,29,653 was disbursed on 26.09.2017 directly to the developer for purchase of the apartment. The loan was sanctioned for a tenure of twenty years and is governed by the loan agreement between the



complainant and the lender. It is contended that the present dispute primarily concerns the alleged failure of the developer to deliver possession and therefore pertains to the relationship between the complainant and Respondent No. 1. Relying upon the tripartite agreement, Respondent No. 2 asserts that it has the first charge over the property and the loan amount disbursed, and therefore in the event of refund, the amount equivalent to the loan disbursed must first be remitted towards settlement of the outstanding loan liability.

9.3 It is further stated that Respondent No. 2, M/s Piramal Capital & Housing Finance Limited (formerly M/s Dewan Housing Finance Limited), financed the flat and the parties had executed a tripartite agreement. The complainant has alleged that Respondent No. 2 increased the rate of interest from 11% at the time of sanction of loan to 26%. Vide interim order dated 30.06.2025, Respondent No. 2 was directed to file a reply to this allegation and to place on record the principal and interest payable on the loan as on the date of filing of reply. However, despite the said direction, Respondent No. 2 has not filed any reply addressing the specific queries raised by this Bench.

10. This Authority has carefully considered the pleadings and submissions of both parties. It is undisputed that the complainant was allotted the unit in question on 21.04.2016. The complainant has paid a substantial portion of the sale consideration, i.e., ₹32,11,630/- inclusive of GST out of ₹33,00,000/- excluding Taxes, other charges etc. The delayed / non-payment of Rs.6,31,422/ (Annexure-R/2 of reply filed by the respondent) raised by the respondent no.1 (Demand Notice dated 10.09.2019) explicitly mentions that this amount is on account of intimation of offer of possession. **The respondent no.1 has not filed any document before this authority that any offer of possession was made. The occupation/ completion certificate of the project has not been placed on record. The complainant has alleged that the project has not been completed till date as per RERD Act/ Rules. In absence of any rebuttal by the respondent no.1 on this issue, it leads to conclusion that the project has not been completed till date. In these circumstances, the delay in handing over possession cannot be**



**attributed to the complainant on account of minor payment issues and is clearly attributable to the respondent no.1, who failed to complete the project and offer possession within the stipulated timeline.** Accordingly, the complainant is entitled to appropriate relief in accordance with law for the period of delay. The promoter shall act in a **fair, transparent, and lawful manner** while issuing the demand notice.

11 This Bench of the Authority has given its thoughtful consideration to the objection raised on behalf of the respondents during the course of arguments, wherein it has been contended that, for the purposes of computation of refund along with interest, the component of Goods and Services Tax (GST) forming part of the amount deposited by the complainants is liable to be excluded. The respondents have sought to argue that GST, being in the nature of a statutory levy, ought not to be treated as part of the principal amount for the purpose of calculating interest. However, upon a careful examination of the submissions advanced and the material available on record, this Bench of Authority finds the said contention to be untenable and devoid of merit.

11.1 The promoter has not raised bills separately for amount as purchase price of the unit & GST separately. All the payments were as price of the flat no. B-704. The promoter has not submitted data of all payments stating amount received & GST on it separately even in the agreement marked by it in its books of accounts.

11.2 The promoter on cancellation of this unit from Smt. Tarwinder Kaur can always sell and will sell to some other buyer and can recover/charge GST from the subsequent buyer.

11.3 The services of the promoter has not been obtained by the allottee and therefore is not liable for charges for which services are not availed.



11.4 At the outset, it is pertinent to note that the relief of refund along with interest in the present matter flows from the provisions of Section 18 of the Real Estate (Regulation and Development) Act, 2016, which mandates that in the event of failure on the part of the promoter to complete or give possession of the project in accordance with the terms of the agreement for sale, the allottee is entitled to seek refund of the "amount received" by the promoter along with interest at the prescribed rate. The expression "amount received" employed in the statute is broad in its import and does not admit of any artificial segregation or exclusion of components once such amounts have been received by the promoter from the allottee in pursuance of the transaction.

11.5 In the present case, the amount deposited by the complainants with the respondents admittedly includes the GST component, which formed an integral part of the consideration payable under the agreement for sale. Such payment was not voluntary or incidental in nature but was made as part of the total price demanded by the promoter. Therefore, once the respondents have received the entire amount, inclusive of GST, the same constitutes the "amount received" within the meaning of Section 18 of the Act, and any attempt to segregate or exclude a particular component at the stage of refund would be contrary to the plain language and intent of the statutory provision.

11.6 It is further observed that neither the Real Estate (Regulation and Development) Act, 2016 nor the Punjab State Real Estate (Regulation and Development) Rules, 2017 contain any provision which permits exclusion of GST or any other component from the amount deposited by an allottee while computing the refund along with interest. In the absence of any statutory backing or specific stipulation in the agreement or the order passed by this Authority, such exclusion cannot be read into the provision by way of interpretation. The statute being a beneficial legislation enacted for the protection of homebuyers, its provisions are required to be construed in a manner which advances the object of the Act rather than diluting the rights of the allottees.



11.7 The contention raised by the respondents, if accepted, would result in an unwarranted reduction of the amount refundable to the complainants and would effectively allow the promoter to retain a portion of the money received from the allottee without any legal justification. Such an interpretation would not only be inequitable but would also defeat the very purpose of Section 18 of the Act, which seeks to ensure that the allottee is restituted to the position in which he or she stood prior to entering into the transaction.

11.8 Further, this Authority is of the considered opinion that the Allottee cannot be compelled to undergo the procedural hardship of independently approaching the tax authorities for claiming refund of taxes paid, on account of the default attributable solely to the Promoter. While the provisions relating to refund under Section 54 of the Central Goods and Services Tax Act, 2017 may enable a claim before the tax authorities, the same cannot be imposed as an obligation upon the Allottee in the present circumstances.

11.9 Accordingly, it is hereby directed that the Promoter shall, at the first instance, refund to the Allottee the entire amount received, inclusive of GST and all applicable statutory levies, in terms of this Order. The Promoter shall thereafter be at liberty to take appropriate steps to claim refund, adjustment, or credit of such taxes from the competent GST authorities, in accordance with law.

11.10 It is further clarified that in the event the Allottee, independently or otherwise, receives any refund of GST from the tax authorities for the same transaction, the Allottee shall forthwith intimate the Promoter and remit such refunded amount to the Promoter, to the extent of the GST component already reimbursed under this Order, so as to obviate any unjust enrichment.

11.11 In view of the foregoing discussion, this Bench of Authority holds that the objection raised by the respondents seeking exclusion of the GST component from the amount deposited by the complainants for the purpose of



computation of refund along with interest is devoid of merit and is hereby rejected. The respondents are, therefore, directed to compute and pay the refund along with interest on the entire amount deposited by the complainants, inclusive of GST, in strict compliance with the provisions of the Act and the directions contained in the order. **The promoter is directed to seek refund of GST in accordance with Section 54 of the Central Goods and Services Tax Act, 2017 from the competent GST authorities. For ready reference, Section 54 of the Central Goods and Services Tax Act, 2017 reads as follows: -**

**54. Refund of tax.—** (1) *Any person claiming refund of any tax and interest, if any, paid on such tax or any other amount paid by him, may make an application before the expiry of two years from the relevant date in such form and manner as may be prescribed:*

*Provided that a registered person, claiming refund of any balance in the electronic cash ledger in accordance with the provisions of sub-section (6) of section 49, may claim such refund in the return furnished under section 39 in such manner as may be prescribed.*

(2) *A specialised agency of the United Nations Organisation or any Multilateral Financial Institution and Organisation notified under the United Nations (Privileges and Immunities) Act, 1947, Consulate or Embassy of foreign countries or any other person or class of persons, as notified under section 55, entitled to a refund of tax paid by it on inward supplies of goods or services or both, may make an application for such refund, in such form and manner as may be prescribed, before the expiry of six months from the last day of the quarter in which such supply was received.*

(3) *Subject to the provisions of sub-section (10), a registered person may claim refund of any unutilised input tax credit at the end of any tax period:*

*Provided that no refund of unutilised input tax credit shall be allowed in cases other than—*

(i) *zero rated supplies made without payment of tax;*



- (ii) *where the credit has accumulated on account of rate of tax on inputs being higher than the rate of tax on output supplies (other than nil rated or fully exempt supplies), except supplies of goods or services or both as may be notified by the Government on the recommendations of the Council:*

*Provided further that no refund of unutilised input tax credit shall be allowed in cases where the goods exported out of India are subjected to export duty:*

*Provided also that no refund of input tax credit shall be allowed, if the supplier of goods or services or both avails of drawback in respect of central tax or claims refund of the integrated tax paid on such supplies.*

- (4) *The application shall be accompanied by—*
- (a) *such documentary evidence as may be prescribed to establish that a refund is due to the applicant; and*
  - (b) *such documentary or other evidence (including the documents referred to in section 33) as the applicant may furnish to establish that the amount of tax and interest, if any, paid on such tax or any other amount paid in relation to which such refund is claimed was collected from, or paid by, him and the incidence of such tax and interest had not been passed on to any other person:*

*Provided that where the amount claimed as refund is less than two lakh rupees, it shall not be necessary for the applicant to furnish any documentary and other evidences but he may file a declaration, based on the documentary or other evidences available with him, certifying that the incidence of such tax and interest had not been passed on to any other person.*

- (5) *If, on receipt of any such application, the proper officer is satisfied that the whole or part of the amount claimed as refund is refundable, he may make an order accordingly and the amount so determined shall be credited to the Fund referred to in section 57.*

- (6) *Notwithstanding anything contained in sub-section (5), the proper officer may, in the case of any claim for refund on account of zero-rated supply of goods or services or both made by registered persons, other than such category of registered*



persons as may be notified by the Government on the recommendations of the Council, refund on a provisional basis, ninety per cent. of the total amount so claimed, excluding the amount of input tax credit provisionally accepted, in such manner and subject to such conditions, limitations and safeguards as may be prescribed and thereafter make an order under sub-section (5) for final settlement of the refund claim after due verification of documents furnished by the applicant.

(7) The proper officer shall issue the order under sub-section (5) within sixty days from the date of receipt of application complete in all respects.

(8) Notwithstanding anything contained in sub-section (5), the refundable amount shall, instead of being credited to the Fund, be paid to the applicant, if such amount is relatable to—

- (a) [refund of tax paid on export of goods or services or both or on inputs or input services used in making such exports;]75
- (b) refund of unutilised input tax credit under sub-section (3);
- (c) refund of tax paid on a supply which is not provided, either wholly or partially, and for which invoice has not been issued, or where a refund voucher has been issued;
- (d) refund of tax in pursuance of section 77;
- (e) the tax and interest, if any, or any other amount paid by the applicant, if he had not passed on the incidence of such tax and interest to any other person; or
- (f) the tax or interest borne by such other class of applicants as the Government may, on the recommendations of the Council, by notification, specify.

[(8A) The Government may disburse the refund of the State tax in such manner as may be prescribed.]76

(9) Notwithstanding anything to the contrary contained in any judgment, decree, order or direction of the Appellate Tribunal or any court or in any other provisions of this Act or the rules made thereunder or in any other law for the time being in force, no refund shall be made except in accordance with the provisions of sub-section (8).



(10) Where any refund is due under sub-section (3) to a registered person who has defaulted in furnishing any return or who is required to pay any tax, interest or penalty, which has not been stayed by any court, Tribunal or Appellate Authority by the specified date, the proper officer may—

- (a) withhold payment of refund due until the said person has furnished the return or paid the tax, interest or penalty, as the case may be;
- (b) deduct from the refund due, any tax, interest, penalty, fee or any other amount which the taxable person is liable to pay but which remains unpaid under this Act or under the existing law.

*Explanation.*—For the purposes of this sub-section, the expression —specified date shall mean the last date for filing an appeal under this Act.

(11) Where an order giving rise to a refund is the subject matter of an appeal or further proceedings or where any other proceedings under this Act is pending and the Commissioner is of the opinion that grant of such refund is likely to adversely affect the revenue in the said appeal or other proceedings on account of malfeasance or fraud committed, he may, after giving the taxable person an opportunity of being heard, withhold the refund till such time as he may determine.

(12) Where a refund is withheld under sub-section (11), the taxable person shall, notwithstanding anything contained in section 56, be entitled to interest at such rate not exceeding six per cent. as may be notified on the recommendations of the Council, if as a result of the appeal or further proceedings he becomes entitled to refund.

(13) Notwithstanding anything to the contrary contained in this section, the amount of advance tax deposited by a casual taxable person or a non-resident taxable person under sub-section (2) of section 27, shall not be refunded unless such person has, in respect of the entire period for which the certificate of registration granted to him had remained in force, furnished all the returns required under section 39.



(14) *Notwithstanding anything contained in this section, no refund under subsection (5) or sub-section (6) shall be paid to an applicant, if the amount is less than one thousand rupees.*

*Explanation.—For the purposes of this section,—*

(1) *“refund” includes refund of tax paid on zero-rated supplies of goods or services or both or on inputs or input services used in making such zero-rated supplies, or refund of tax on the supply of goods regarded as deemed exports, or refund of unutilised input tax credit as provided under sub-section (3).*

(2) *“relevant date” means— (a) in the case of goods exported out of India where a refund of tax paid is available in respect of goods themselves or, as the case may be, the inputs or input services used in such goods,—*

- (i) *if the goods are exported by sea or air, the date on which the ship or the aircraft in which such goods are loaded, leaves India; or*
- (ii) *if the goods are exported by land, the date on which such goods pass the frontier; or*
- (iii) *if the goods are exported by post, the date of despatch of goods by the Post Office concerned to a place outside India;*

(b) *in the case of supply of goods regarded as deemed exports where a refund of tax paid is available in respect of the goods, the date on which the return relating to such deemed exports is furnished;*

(c) *in the case of services exported out of India where a refund of tax paid is available in respect of services themselves or, as the case may be, the inputs or input services used in such services, the date of—*

- (i) *receipt of payment in convertible foreign exchange [or in Indian rupees wherever permitted by the Reserve Bank of India]77, where the supply of services had been completed prior to the receipt of such payment; or*
- (ii) *issue of invoice, where payment for the services had been received in advance prior to the date of issue of the invoice;*



(d) in case where the tax becomes refundable as a consequence of judgment, decree, order or direction of the Appellate Authority, Appellate Tribunal or any court, the date of communication of such judgment, decree, order or direction;

(e) [in the case of refund of unutilised input tax credit under clause (ii) of the first proviso to sub-section (3), the due date for furnishing of return under section 39 for the period in which such claim for refund arises;]78

(f) in the case where tax is paid provisionally under this Act or the rules made thereunder, the date of adjustment of tax after the final assessment thereof;

(g) in the case of a person, other than the supplier, the date of receipt of goods or services or both by such person; and

(h) in any other case, the date of payment of tax.”

11.11 The circular No. 188/20/2022-GST dated 27.12.2022 issued vide F. No. CBIC-20001/2/2022-GST issued by Central Board of Indirect Taxes and Customs GST Policy Wing, New Delhi. For ready reference, Para 1.1 of the circular reads as under:-

*Instances have been brought to the notice where the unregistered buyers, who had entered into an agreement/ contract with a builder for supply of services of construction of flats/ building, etc. and had paid the amount towards consideration for such service, either fully or partially, along with applicable tax, had to get the said contract/ agreement cancelled subsequently due to non-completion or delay in construction activity in time or any other reasons. In a number of such cases, the period for issuance of credit note on account of such cancellation of service under the provisions of section 34 of the Central Goods and Service Tax Act, 2017 (hereinafter referred to as ‘CGST Act’) may already have got expired by that time. In such cases, the supplier may refund the amount to the buyer, after deducting the amount of tax collected by him from the buyer.”*



11.12. It appears that this circular No. 188/20/2022 is applicable in cases where there is cancellation of flat/building/unit where the cancellation is between the allottee and builder/promoter voluntarily. In this case, the GST is being ordered to be refunded by Real Estate (Regulation & Development) Authority hence the refund is to be claimed by the promoter.

11.13 It is also observed that the promoter may have availed input tax credit or otherwise accounted for the Goods and Services Tax (GST) component in the relevant financial year; however, no documentary evidence has been placed on record to substantiate the actual deposit of such tax with the competent authority or to demonstrate the particulars of returns filed wherein the details of the allottee were disclosed so as to facilitate proper correlation at the time of processing any refund claim by the allottee if claimed directly from GST Department. In the absence of such material, the Authority is constrained to note that the necessary linkage between the amount collected from the allottee and its reflection in statutory returns remains unverified.

11.14. In so far as the entitlement and procedural facilitation of refund is concerned, it is evident that the allottee, being the ultimate bearer of the tax incidence, would be required to extend necessary cooperation for the purposes of any claim to be lodged before the GST authorities. Accordingly, the allottee is directed to duly sign and furnish all requisite declarations, documents, and information as may be required by the promoter, as and when called upon, for the limited purpose of enabling the filing and processing of the refund claim pertaining to flat No. B-704 measuring 1650 sq. ft. on 7<sup>th</sup> Floor, Tower No. B in the project "Avenue 125" situated at village Jhandpur, Tehsil Kharar, District SAS Nagar, Punjab.



11.15 At the same time, the Authority is of the considered view that the promoter, being in possession of the complete financial records, statutory filings, and accounting details pertaining to the amounts received from the allottee, tax deposited, and input tax credit, is in a more advantageous and appropriate position to reconcile and substantiate the claim before the concerned department. Consequently, the promoter is directed to take necessary steps to examine its records, establish the requisite correlation, and file an appropriate claim for refund before the GST Department on behalf of the allottee, in accordance with law, if it cannot claim on its own in its own name.

11.16. It has also come to notice that the circular No. 188/20/2022 GST dated 27.12.2022 is issued after the refund has been claimed by complainant. The facility for such withdrawal including procedure may have further take still longer. Therefore, it being a case of claim of refund prior to the issuance of circular is held that the refund can be given by the promoter directly.

11.17. Section 89 of the RERD Act, 2016 has the over-riding effect and provide that the provisions of the RERD Act, 2016 shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force.

12. The complainant has raised loan of Rs.15,00,000/- for purchase of this property from M/s Piramal Capital & Housing Finance Ltd. [Formerly known as Dewan Housing Finance Co. Limited (DHFL)]. There is tripartite Agreement signed between the builder/ promoter, the complainant & the financing company M/s DHFL. This copy has been filed by the promotor as part of its reply. It is surprising to see that the copy filed by the promotor does not contain any signature on behalf of financing company M/s DHFL.



Therefore, in absence of signature on such documents, its validity/ genuineness are under doubt. Such major shortcoming in the document is a serious lapse on the part of finance company. However, it is a fact that the complainant has borrowed the said money for investment in the house. Normally, in case of cancellation/ refund, the financing company has the first charge over the proceeds. The buyer gets the balance after all the claims of the financing company are settled particularly when there is tripartite agreement. The complainant has raised the issue of excess charging of interest by the financing company which is respondent no.2 in this case. This authority after perusing the reply filed on 21.12.2023 has raised specific query vide interim order dated 30.06.25 bringing in the notice of the respondent no.2 that the complainant has alleged that the respondent no.2 has increased interest periodically from 11 to 26%. The queries raised were as under:-

**Respondent no. 2/Bank** is directed to submit the reply on various points for record purposes and to take all submission into account filed during the proceedings in the complaint filed u/s. 31 of the RERD Act, 2016. The Bank/Respondent no. 2 is directed to file the reply on the basis of the complaint and submission of other parties to the complaint under consideration. It may file its fresh calculation till the case is finally heard so as to consider its calculation at the time of order. In case of not filing reply, the matter will be decided on the basis of the material available on record. In addition to filing its on various submissions of complaint and other respondents, it is directed to file the reply on the following points:-

1. File the copy of account year will since the advancing of loan to till the previous month end of the month in which reply is being filed by it in the following format specifically:-

Sr. No.	Date	Cheque No.	Particulars	Debit Amount	Credit Amount	Balance

2. What is the total amount payable as on the date of filing reply showing separately:-
  - i. principal;
  - ii. Interest; and



- iii. penalty, if any?
3. What is the total amount paid by the homebuyer @ allottee (complainant) in the form of payment of principal, interest, administrative charges or penalty, any other charges in any form, if any till the filing of reply. Mention the date of upto which calculated clearly?
  4. The respondent no. 2 to submit whether it will take its amount from the promoter or complainant?
  5. Whether the flat/plot/unit has been got hypothecated by it from the Competent Revenue Authority? If not, how did it secure its interest from subsequent sale by the Homebuyer/Allottee/Complainant and/or promoter/respondent. Any reasons for not getting it hypothecated and informing the Competent Revenue Authority for entering the same into their records?
  6. Whether the Tripartite Agreement is registered or not? if not registered, reason for not getting it registered?
  7. Whether there was any obligation on the loan granting authority/respondent no. 2 to examine/verify the progress of the project before releasing the next installment, if any?
  8. Who was the first party primarily responsible for depositing EMI/Installments after releasing the loan to the promoter? Whether the payments were made by the relevant person regularly and as per schedule?
  9. In case of any default in repayment, any notices were sent to the homebuyer/allottee/debtor?

13. In view of non-filing of reply by respondent no.2, the contention of the complainant appears to be true. However, this authority has limited jurisdiction so far as issue of rate of interest on housing loan is concerned. The respondent no.2 is a group company of prominent business house of the country. It is expected that the respondent no.2 will act prudently & in spirit of the agreement and will come forward and facilitate the compliance of this order. It is made clear that the respondent no.2 has prior charge over the proceeds of refund &/ or interest. The complainant will provide NOC from respondent no.2, in case the complainant wants the entire proceeds in her account. Otherwise the liability of the complainant toward respondent no.2 will be satisfied at first instance and the balance shall be refunded to the complainant. The complainant is, however, free to raise this issue before the appropriate authority.

14. It has also noticed that this authority in the case of Babreek Sharma Vs. Ever Rich Buildcom Pvt. Ltd. [AdC1314 of 2019 BFTR-AUTH0243 of 2022] has



awarded interest vide its judgment dated 18.01.2024 in respect of similar facts in the same project.

15. Since the construction has been delayed inordinately; therefore, as per provisions of Section 18 the complainant is entitled to claim possession/ refund along-with interest as per her choice in case of non-completion on due date. The said section 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.”*

16. The section 18 of the RERD Act 2016 clearly provides that if the promoter fails to deliver possession in accordance with the terms of the Agreement for Sale, the allottee has a statutory right to seek refund with interest. The Hon'ble Supreme Court in ***M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and others in Civil Appeal Nos. 6745-6749 of 2021*** has authoritatively held that delay beyond the agreed possession date confers an indefeasible right upon the allottee to seek refund. Further, the Hon'ble Supreme Court of India, in Para 77, of its judgment in ***M/s. Newtech Promoters and Developers Pvt. Ltd. (supra)*** has reiterated the law declared by the court in ***Imperia Structures Ltd.(supra)***. The same is reproduced below:-



"77..... The submission has no foundation for the reason that the legislative intention and mandate is clear that Section 18(1) is an indefeasible right of the allottee to get a return of the amount on demand if the promoter is unable to handover possession in terms of the agreement for sale or failed to complete the project by the date specified and the justification which the promotor wants to tender as his defence as to why the withdrawal of the amount under the scheme of the Act may not be justified appears to be insignificant and the regulatory authority with summary nature of scrutiny of undisputed facts may determine the refund of the amount which the allottee has deposited, while seeking withdrawal from the project, with interest, that too has been prescribed under the Act..".

17. As regards contention of the Respondent that complainant did not make full payment, the Hon'ble Supreme Court in his judgment in M/s. Newtech Developers Pvt. Ltd. (supra) in Para 80 has held as follows:-

"80. The further submission made by learned counsel for the appellants that if the allottee has defaulted the terms of the agreement and still refund is claimed which can be possible, to be determined by the adjudicating officer. The submission appears to be attractive but is not supported with legislative intent for the reason that if the allottee has made a default either in making instalments or made any breach of the agreement, the promoter has a right to cancel the allotment in terms of Section 11(5) of the Act and proviso to sub-section 5 of Section 11 enables the allottee to approach the regulatory authority to question the termination or cancellation of the agreement by the promotor and thus, the interest of the promoter is equally safeguarded."

18. In view of the foregoing discussion, the complaint is **Partly Allowed**.

The complainant has requested for refund along-with interest as per the provisions of RERD Act, 2016. The delay in completion/ handing over possession is attributable to the respondent no.1, and consequently the complainant is held entitled to interest on refund commencing from **the date of deposits**, up to the date of date of this order as the complainant has opted for refund with interest. The respondent no.1 shall pay interest @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate



applicable as on 15.02.2026 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017, on the amounts paid by the complainants from 01.05.2016 onwards (as per date of deposits) to 31.03.2026. Therefore, the calculation of interest on refund is calculated as follows:-

Interest payable from	Principal Amount Paid	Interest Calculated till	Rate of Interest as per order	Tenure (Months)	Interest Amount
1	2	3	4	5	6
01.05.2016	3,44,355	31.03.2026	10.80%	119	3,68,804
01.07.2016	3,44,850	31.03.2026	10.80%	117	3,63,127
01.09.2016	1,72,425	31.03.2026	10.80%	115	1,78,460
01.11.2016	2,50,000	31.03.2026	10.80%	113	2,54,250
01.03.2017	7,50,000	31.03.2026	10.80%	109	7,35,750
01.10.2017	12,00,000	31.03.2026	10.80%	102	11,01,600
01.09.2018	1,50,000	31.03.2026	10.80%	91	1,22,850
	<b>32,11,630</b>				<b>31,24,841</b>
<b>Grand Total (Refund + Interest)</b>					<b>63,36,471</b>

19. 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 along-with interest and/or penalty and/or compensation.

20. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the refund amount along with the accrued interest shall be recovered as Land Revenue as provided u/s. 40(1) of the RERD Act, 2016. Accordingly, the Secretary is instructed to issue the requisite Debt Recovery Certificate and send it after 90 days as per Rule 17 of the Punjab Real Estate (Regulation & Development) Rules, 2016 to the relevant Competent Authorities under the Punjab Land Revenue Act, 1887 for due collection and enforcement in accordance with law.

21. Further the principal amount is determined at Rs.32,11,630/- and interest of Rs.31,24,841/- the rate of interest has been applied @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 15.02.2026 + 2%) as per Rule



16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. Hence, the promoter is liable to pay a **total amount of Rs.63,36,471/-** upto 31.03.2026 (i.e. principal amount of Rs.32,11,630/- and balance interest of Rs.31,24,841/-), and any amount due as interest **w.e.f. 01.04.2026 of Rs.28,905/- per month till the realization of payment.** Any amount paid by the promoter will be considered as payment against the interest whatever is due. After payment of whole of interest only then the payment will be considered against principal and accordingly the principal will be reduced and interest will be charged on the balance principal amount till the principal amount is fully paid. Even any payment after reduction in principal amount if any will be first considered towards interest payment, if any becomes due on the unpaid principal amount. This amount of Rs.28,905/- will change according to the principal amount due at the start of the month as per the method narrated hereinabove in the para.

22. **Further, the promoter is directed not to sell, allot, book the residential Flat No. B-704 measuring 1650 sq. ft. on 7<sup>th</sup> Floor, Tower No. B in the project "Avenue 125" situated at village Jhandpur, Tehsil Kharar, District SAS Nagar, Punjab allocated to the complainants till the whole payment payable to the complainant of Rs.63,36,471/- upto 31.03.2026 (i.e. principal amount of Rs.32,11,630/- and balance interest of Rs.31,24,841/-), and subsequent interest amount w.e.f. 01.04.2026 @ Rs.28,905/- per month, if any, becomes dues is fully paid to the complainant and realisation of full payment. However, it is hereby clarified that Respondent No. 2, i.e., Piramal Capital Housing Finance Ltd. (Earlier DHFL now merged with PCHFL) shall have the first charge and lien over the refund amount. The bank is entitled to claim its amount from the promoter-cum-respondent no. 1-cum-judgment debtor only after the claim has been fully accepted by the allottee-cum-borrower-cum-Decree Holder. In case of any dispute regarding the amount of claim between the bank and the borrower (allottee(s)), the borrower shall have the right to get**



the same settled through appropriate legal remedies available before the competent authority. The promoter/respondent No. 1 shall pay the amount to the bank in accordance with law and the directions issued by the authority/court/tribunal/commission having jurisdiction over such dispute. However, in case the allottee-cum-complainant-cum-decree holder agrees or gives consent in writing, the promoter may pay accordingly. The financial institution shall be entitled to recover its lawful dues, subject to such claim being in consonance with the consent and acknowledgment of the borrower or as determined by the competent authority. Only after clearance of the dues of the bank shall the complainant be entitled to the balance amount, if any. The promoter/respondent No. 1 shall remain free to sell the subject unit only upon furnishing proof of clearance of the outstanding dues to Piramal Capital & Housing Finance Limited (Respondent No. 2), as well as compliance with the directions issued in favour of the complainant under this order.

23. Further, it is directed that in the event respondent No. 2 lodges any claim before respondent No. 1, the same shall be duly considered and adjusted in accordance with law. After such adjustment, the remaining balance amount, as may be due and payable at the relevant point of time, shall not be retained by respondent No. 1 and shall instead be released in favour of the allottee/complainant herein. It is further clarified that the claim of the bank (respondent No. 2) shall, to the extent necessary, remain pending subject to final determination; however, the promoter shall not withhold any surplus amount on that account. Accordingly, after deducting the admissible claim of respondent No. 2, the net balance shall be paid by the promoter (respondent No. 1) to the allottee/complainant without any undue delay.

24. For effective implementation, Respondent No. 2 [i.e. **Piramal Capital Housing Finance Ltd. (Earlier DHFL now merged with PCHFL)**] is directed to furnish a duly certified statement of account to the complainant, to Respondent No. 1/promoter, and to the Secretary of this Authority, so that the



same may be duly considered at the time of issuance of the Debt Recovery Certificate (DRC). **A copy of the Recovery Certificate be also sent to both the parties for their information and necessary compliances.** It is further made clear that the **borrower-cum-complainant-cum-allottee and Respondent No. 1/promoter shall be jointly and severally liable** for repayment of the dues of Respondent No. 2 [i.e. Piramal Capital Housing Finance Ltd. (Earlier DHFL now merged with PCHFL)]. The residential Flat No. B-704 measuring 1650 sq. ft. on 7<sup>th</sup> Floor, Tower No. B in the project "**Avenue 125**" situated at village Jhandpur, Tehsil Kharar, District SAS Nagar, Punjab belonging to Respondent No.1, is held to be the primary security in favour of Respondent No. 2. Accordingly, the Bank shall continue to have an enforceable right to recover its dues against the said apartment, until its entire claim, as detailed in the table (supra), is fully satisfied. It is also directed that the promoter/respondent No. 1 shall not create any third-party rights in respect of the said apartment except after obtaining **No Objection Certificates (NOCs) both from Piramal Capital Housing Finance Ltd. (Earlier DHFL now merged with PCHFL) (Respondent no.2) as well as from the complainant.** The NOC of the Bank shall only be issued upon full repayment of its outstanding dues, and the NOC of the complainant shall be subject to satisfaction of the liability towards the complainant under this order. Thus, both conditions—namely, clearance of the Bank's dues as well as compliance with the entitlement of the complainant—are to be duly discharged by the promoter/respondent No. 1 before any alienation, transfer, or creation of third-party rights in respect of residential Flat No. B-704 measuring 1650 sq. ft. on 7<sup>th</sup> Floor, Tower No. B in the project "**Avenue 125**" situated at village Jhandpur, Tehsil Kharar, District SAS Nagar, Punjab.



25. The **total amount of Rs.63,36,471/-** upto 31.03.2026 (i.e. principal amount of Rs.32,11,630/- and balance interest of Rs.31,24,841/-) determined as refund and interest amount thereon and further a sum of Rs.28,905/- per month

w.e.f. 01.04.2026) to be payable as interest per month from 01.04.2026 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 read with Rule 16 of the Punjab Real Estate (Regulation & Development) Rules, 2017. The complainant & the respondent is directed to inform the Secretary of this Authority regarding any payment received or paid respectively so as to take the same in to account. The **total amount of Rs.63,36,471/-** upto 31.03.2026 (i.e. principal amount of Rs.32,11,630/- and balance interest of Rs.31,24,841/-), has become payable by the respondent to the complainant immediately and be paid within 90 days from the date of receipt of this order by the promoter 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 as being determined vide this order u/s. 31 of the Real Estate (Regulation & Development) Act, 2016. **The proceedings u/s. 40(1) of the RERD Act, 2016 for issue of recovery certificate are additional and a parallel legal remedy to recover the dues determined under this order to be collected by the prescribed authority under Punjab Land Revenue Act, 1874.**

26. 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. This Bench of Authority held that the GST component cannot be excluded from the amount deposited by the complainant while computing refund and interest. It was observed that under Section 18 of the RERD Act, 2016 the allottee is entitled to refund of the entire “amount received” by the promoter, which includes GST as it forms part of the total consideration. Accordingly, interest is payable on the full amount inclusive of GST, and the objection raised by the respondent was rejected.



- b. The complaint has been partly allowed, and the respondent promoter has been held liable for failure to deliver possession within the stipulated time. Accordingly, the promoter is directed to refund the entire amount deposited by the complainant, amounting to ₹32,11,630/-, along with interest calculated up to 31.03.2026, totaling ₹63,36,471/-. The interest has been awarded at the rate of 10.80% per annum in accordance with the applicable Rules, and further interest shall continue to accrue from 01.04.2026 at the rate of ₹28,905/- per month until full realization of the amount.
- c. It is further directed that the amount payable under this order shall be treated as arrears of land revenue and shall be recoverable in accordance with the provisions of law. The Secretary of the Authority has been instructed to issue a Debt Recovery Certificate after expiry of 90 days from the date of the order and forward the same to the competent authorities for execution.
- d. The promoter/respondent no. 1 is duty bound to make the payment of Rs.63,36,471/- alongwith interest of Rs.28,905/- from 01.04.2026 to the complainant-cum-allottee and bank as discussed earlier under section 18 of the RERD Act, 2016 and as per the Apartment Buyer's Agreement dated 21.04.2016. The drawing of recovery certificate is an alternative and additional method of recovery.
- e. The promoter has also been restrained from selling, allotting, or creating any third-party rights in respect of the subject flat until full payment of the awarded amount, including interest, is made to the complainant. However, such restriction shall be subject to the rights of the financial institution, which has been held to have the first charge over the refund amount.



- f. With regard to the housing loan, it has been directed that the financial institution shall have priority over the refund proceeds to the extent of its outstanding dues. The promoter shall ensure that payment is first adjusted towards the loan liability, and only the remaining amount, if any, shall be paid to the complainant. The complainant may receive the entire amount directly only upon furnishing a No Objection Certificate from the lender.
- g. The financial institution has been directed to provide a duly certified statement of account to all concerned parties, including the Authority, to facilitate proper calculation and recovery. It has also been clarified that both the complainant and the promoter shall remain jointly and severally liable towards repayment of the loan amount to the financial institution.
- h. Further, the promoter is restrained from creating any encumbrance or transferring the subject unit without obtaining prior No Objection Certificates from both the complainant and the financial institution, and only after clearing all dues payable under this order as well as the loan liability.
- i. It is directed that Piramal Capital & Housing Finance Limited (Respondent No. 2) shall be entitled to recover its dues from Respondent No. 1 only to the extent of the amount duly consented to by the borrower. Respondent No. 1 shall make payment to the financial institution strictly in accordance with such consent.

In case of any dispute regarding the quantum of the outstanding amount, the same shall be adjudicated by the competent authority having jurisdiction, and the liability shall be governed by the final order so passed. The financial institution shall



be bound to raise and pursue its claim only in terms of the borrower's consent or as determined by the competent authority.

- j. that any claim of respondent No. 2 shall first be adjusted by respondent No. 1 in accordance with law. Thereafter, the remaining balance amount shall not be retained by the promoter and must be released to the allottee/complainant. The claim of respondent No. 2 shall remain subject to final determination, but the promoter shall not withhold any surplus on that account. Accordingly, after deduction of respondent No. 2's admissible claim, the net balance shall be paid to the complainant without delay.
- k. Lastly, the parties have been directed to inform the Secretary regarding any payments made or received so that the same may be duly accounted for before issuance of the recovery certificate.

28. **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, Smt. Tarwinder Kaur w/o Sh. Parminder Singh and Piramal Capital Housing Finance Ltd. (Earlier DHFL now merged with PCHFL) (Respondent no.2) held to be Decree Holders and the Respondent no.1 i.e. Ever Rich Buildcon Pvt. Ltd. is held as judgment debtor for the purposes of recovery under this order. Respondent no. 1 is liable to make payment to all the Decree Holders of the claimed amounts and payable to them. 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. Further, the shares of the amount recoverable is joint and not any particular share to anyone of the complainant. Therefore, the promoter/judgment debtor is at liberty to pay anyone of both of the complainants in any ratio or the whole payment to anyone of them as per its discretion.

29. No other relief is made out.

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

Chandigarh  
Dated: 06.04.2026




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

Endst. No./CP/RERA/PB/PA/Sec.31/ 590-596.

Dated:-10.04.2026

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

1. Shmt. Tarwinder Kaur W/o Sh. Parminder Singh r/o 34-U/A (5957), Jawahar Nagar, Kamla Nagar, Delhi-110007.
2. M/s Ever Rich Buildcon Pvt. Ltd., Avenue 125 Near Vidya Valley School, Sector 125, Mohali – 140301 & at Unit No. 8-9, 3rd Floor, Sunny Business Centre, Sector-125, Mohali-160125.
3. M/s Piramal Capital Housing Finance Ltd. (Earlier DHFL now merged with PCHFL), 601, 6th Floor, Amity Building, Agastya Corporate Park, Kamani Junction, Opp. Fire Station, LBS Marg, Kurla (W), Mumbai-400070 and Local office at SCO 811-12, 11nd Floor, Sector-22A, Chandigarh-160022.
4. The Secretary, RERA, Punjab.
5. The Director (Legal), RERA, Punjab.
6. The Complaint File.
7. The Master File.

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