



Real Estate Regulatory Authority, Punjab

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

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

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| 1. Complaint No. | :- | GC No. 0460/2022 |
| 2. Name & Address of the complainant (s)/ Allottee | :- | Ms. Paramjit Singh W/o Sh. Raghbir Singh, Plot No.111, Near Balaji Timber, Badal Colony, Zirakpur (Pb.) – 140603 |
| 3. Name & Address of the respondent (s)/ Promoter | :- | M/s. Manohar Infrastructure & Constructions Pvt. Ltd.
SCO 139-141, Sector 17-C, Chandigarh – 160017. |
| 4. Date of filing | :- | 13.09.2022 |
| 5. Name of the Project and Address | :- | The Palm Residency |
| 6. RERA Registration No. of Project | :- | PBRERA-SAS80-PR0093 |
| 7. Name of Counsel for the complainant, if any. | :- | Sh. Munish Goel, Advocate alongwith complainant in person on VC. |
| 8. Name of Counsel for the respondent, if any. | :- | Sh. Manmohan Sharma, Advocate for the 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 | :- | 12.03.2026 |

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

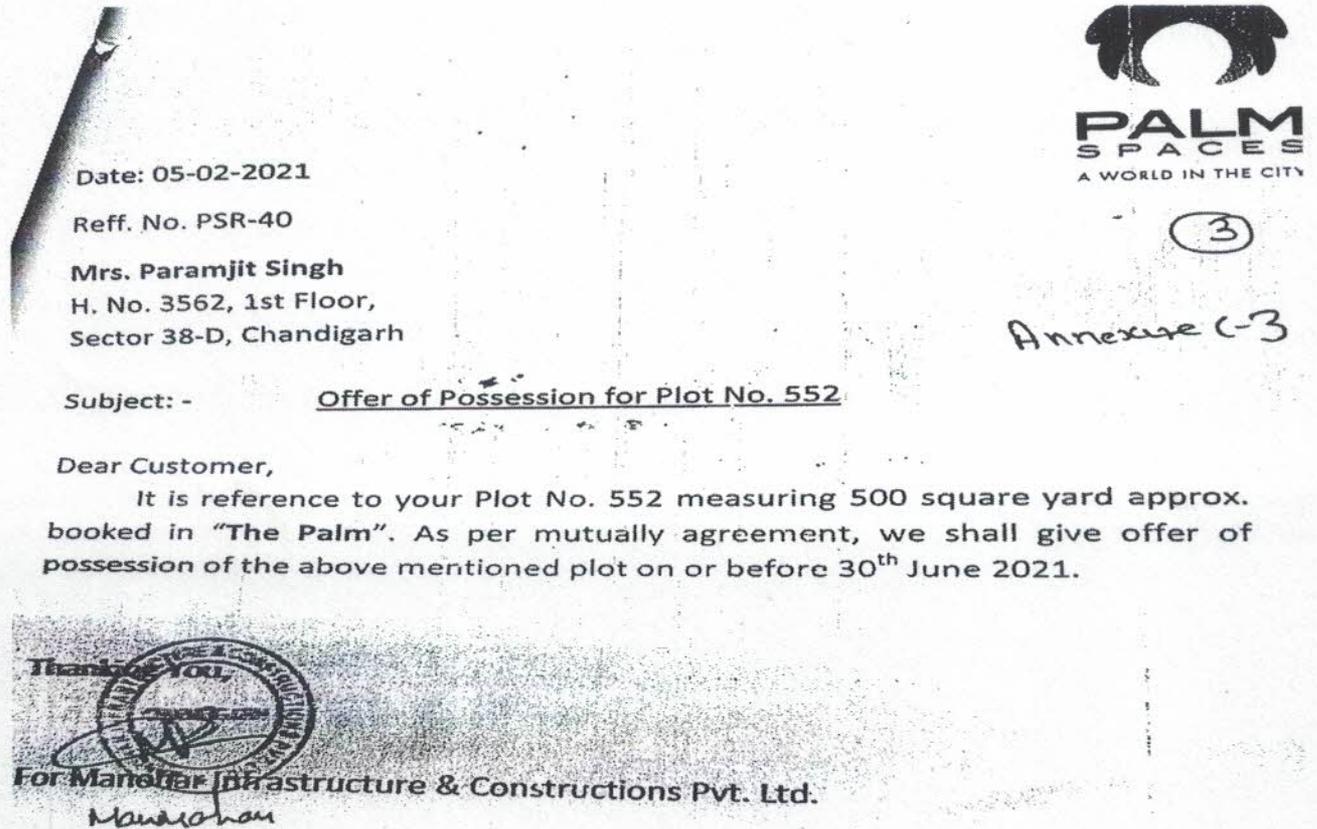
The present complaint has been filed by the complainant under the provisions of the Real Estate (Regulation and Development) Act, 2016 seeking redressal of her grievance arising out of **delay in handing over possession of the allotted unit** in the respondent's project and **interest u/s 18(1)(b) of RERD Act, 2016**.

2. The case of the complainant, as set out in the complaint, is that the complainant booked 500 sq. yards residential plot in "The Palm" Mega Housing Project situated at Mullanpur, New Chandigarh, S.A.S. Nagar, Mohali for consideration of Rs.92,50,000/-. In support of the same, the complainant enclosed a customer copy of application acknowledgement dated 11.03.2014, which acknowledges the application of the complainant for 500 sq. yards plot @ Rs.18,500/- per sq. yards and details of various payments totaling to Rs.92,50,000/-made during the year 2011 & 2013. Another document enclosed is registration letter dated 22.08.2013 issued by the respondent giving registration no. PS/4159 for a 500 residential plot in upcoming project in GMADA area. The complainant has also enclosed another letter dated 05.02.2021 which states



that the respondent is ready to give offer of possession on or before 30th June, 2021.

The scanned copy of the said letter is as under:-



2.1 The complainant issued a legal notice to the respondent vide notice dated 31.03.2022. Thereafter, the complainant filed complaint in Form M before this authority on 13th September, 2022. It is relevant to mention that the builder buyer agreement and/or agreement for sale has not been placed on record by the either of the parties. Thereafter the proceedings were allowed to commence before this authority.

3 Notice was issued to the respondent on 09.02.2023 to appear in person and file reply within 15 days. On 09.04.2023, another four weeks' time was given to the respondent to file reply. On 06.10.2023, the adjournment & time to file the reply was given to the respondent on the condition of payment of Rs.10,000/- as cost to the complainant. On 23.11.2023, both the parties stated that they are in process of settlement. Regular proceedings took place from time to time. As per interim order dated 20.01.2025, the counsel for respondent stated before this authority that **possession of the plot shall be handed over to the complainant by the end of April 2025 after obtaining Occupation Certificate.** The complainant's counsel also stated that the possession may be handed over on as and where basis subject to the



rights of the complainant for interest upon the delayed period till actual partial Completion Certificate is obtained and balance payment, if any will be made when partial completion certificate is obtained by the promoter. As per record of proceedings dated 06.05.2025, **the counsel for the respondent promised to hand over the possession within 2 months to the complainant i.e. 05.07.2025. The necessary compliance has not been made till date by the respondent.** Despite receipt of full payment by the respondent, it failed to, hand over the possession of the residential plot as well as obtain the mandatory Occupation Certificate.

4. The respondent has filed its written statement raising Preliminary Objections regarding maintainability of the complaint. It was pleaded that the complaint is not maintainable as it does not fulfill the mandatory requirements of law and is not in accordance with the provisions of the RERD Act. The respondent further alleged that the delay has occurred due to situation like COVID-19. The respondent denied that it was under obligation to deliver the plot upto October 2014. The complainant submitted application for allotment of plot in October, 2011 and the plot was to be given on execution of the agreement to sell. The respondent duly requested to the complainant to enter into agreement to sell a number of times but the complainant refused to sign the agreement to sell. It was also contended that the respondent will hand over the possession of plot as per terms and conditions of the buyers' agreement, subject to the clearance of the total pending payment.

5. The allotment letter and the Builder Buyer Agreement have not been placed on record either by the complainant or the respondent. It is on record that the base price of the plot has been paid in full even when the respondent did not have the license to develop colony. The balance charges like PLC, GST, EDC, IDC and other statutory charges, if any was to be paid at the time of handing of possession of the unit. The respondent has denied all allegations regarding violation of the agreement or the RERD Act, 2016 and has prayed for dismissal of the complaint.

6. The complainant has filed arguments in writing before this authority on 16.02.2026. It is reiterated that the complaint has been filed strictly in accordance with



the provisions of the RERD Act, 2016 and that the delay is solely attributable to the respondent. The complainant has specifically stated that they have made full payments even prior to demands raised by the respondent. It has been pleaded that the respondent has failed to obtain occupation/ completion certificate in the project and provide basic facilities as on date also.

7. It has been found that the respondent's project "The Palm" has been under litigation in many cases. In number of cases, this authority has been able to provide possession on mutual consent basis between parties on terms and conditions settled between them. Similarly, in many cases, the orders have been passed by this authority to deliver the possession & pay interest for delayed possession / refund the amount with interest etc. A notable judgment (available on website of this authority), in respect of delay in offer of possession for residential plots in project 'The Palm' developed by the respondent was passed by this Authority in the case of Sh. Rishi Munjal & other Vs. Manohar Infrastructure & Constructions Pvt. Ltd. vide GC No. 1791/2020 dated 04.06.2021.

8. It is a registered project with Real Estate Regulatory Authority, Punjab. It is desirable to mention some of facts on record of this Authority:-

- (a) The Mega project for 103 acres of the respondent was approved by the Empowered Committee on 22.03.2013 and Letter of Intent was issued on 03.05.2013. The project is to be completed within 3 years from date of signing of agreement by the promoter with the State Government.
- (c) Agreement between the promoter and state government was signed on 14.06.2013.
- (d) The certificate of registration dated 27.06.2014 as promotor was issued to the respondent being valid from 11.07.2013 to 07.07.2018.
- (e) Change of Land Use for 112.04 acres was granted on 31.03.2014.
- (f) Supplementary agreements were signed on 12.12.2014 & 16.06.2016 for additional area of 36.77 acres & 94.60 acres respectively.



(g) The respondent was given exemption under section 44(2) of The Punjab Apartment and Property Regulation Act vide notification dated 25.01.2017. However, this exemption is limited to section 5(11), 6 to 20, 32 and 36 to 39 of The Punjab Apartment and Property Regulation Act. In other words, there is no exemption of the respondent from general liabilities under section 3, ban on developing any land & issue of advertisement till license u/s 3(5) of the said act etc.

9. The complainant has asserted that as per the agreement, possession was required to be handed over by October 2014 as the application for allotment of plot was given in the month of October, 2011. It is alleged that the so-called offer of possession and though never complied by the respondent is merely eyewash to extract further payment. The complainant has expressed her willingness to take possession even as on where basis subject to award of interest till completion of all pending work & obtaining Occupation Certificate, and its adjustment against the outstanding amount.

10. Upon consideration of the pleadings, documents placed on record and the submissions advanced by both the parties, certain facts emerge from the record which are not in serious dispute. It is admitted by the respondent that the complainant had applied for booking of a residential plot in the respondent's project developed at New Chandigarh and that the complainant was issued a registration bearing No. PSR-40. It is also not disputed that an application acknowledgment dated 11.03.2014 was issued by the respondent in favour of the complainant. The respondent has further admitted that a letter dated 05.02.2021 was issued by it wherein it was stated that possession of the plot would be offered on or before 30.06.2021. The respondent has also not disputed the existence of a document dated 10.03.2014 whereby an amount of Rs.46,25,000/- stood adjusted against the account of the complainant. The respondent has further admitted during the proceedings that the possession of the plot could be delivered to the complainant and even during the hearing dated 06.05.2025 the counsel for the



respondent had undertaken before the Authority that possession of the plot would be handed over to the complainant within two months.

11. The complainant has contended that she had applied for a residential plot measuring 500 square yards in the project of the respondent in the year 2011 with the intention of constructing a residential house for her personal use. It has been submitted that the respondent had advertised the project and represented that residential plots were available for sale in the said project. Acting upon the said representation, the complainant submitted an application dated 05.10.2011 and deposited an amount totaling Rs.92,50,000/- towards the price of the plot. According to the complainant, the entire amount of the plot was paid by her and the respondent acknowledged the same vide application acknowledgment dated 11.03.2014. The complainant has further submitted that after the acceptance of the application, the respondent allotted registration No. PS/4159 and reference No. PSR-40 and subsequently allotted plot No.552 in the project. It is the case of the complainant that at the time of booking and during the course of communications with the respondent, it was represented that possession of the plot would be delivered within a period of three years from the date of application after completion of development and after obtaining necessary completion or occupation certificates from the competent authority. Accordingly, the complainant expected that possession of the plot would be delivered by October 2014.

11.1 The complainant has further argued that despite payment of the entire amount and despite repeated requests made from time to time, the respondent failed to deliver possession of the plot within the promised period. It has been contended that the complainant repeatedly approached the respondent since October 2014 seeking delivery of possession but the respondent kept delaying the matter on one pretext or another. The complainant has also submitted that even basic development at the site had not been completed for several years and that the respondent failed to provide essential amenities such as internal roads, sewerage system, water supply, electricity connection, street lighting and development of parks. According to the complainant, the project remained incomplete and uninhabitable for a long period of time and is not



complete till date. Therefore, the respondent had clearly failed to fulfil its obligations towards the complainant.

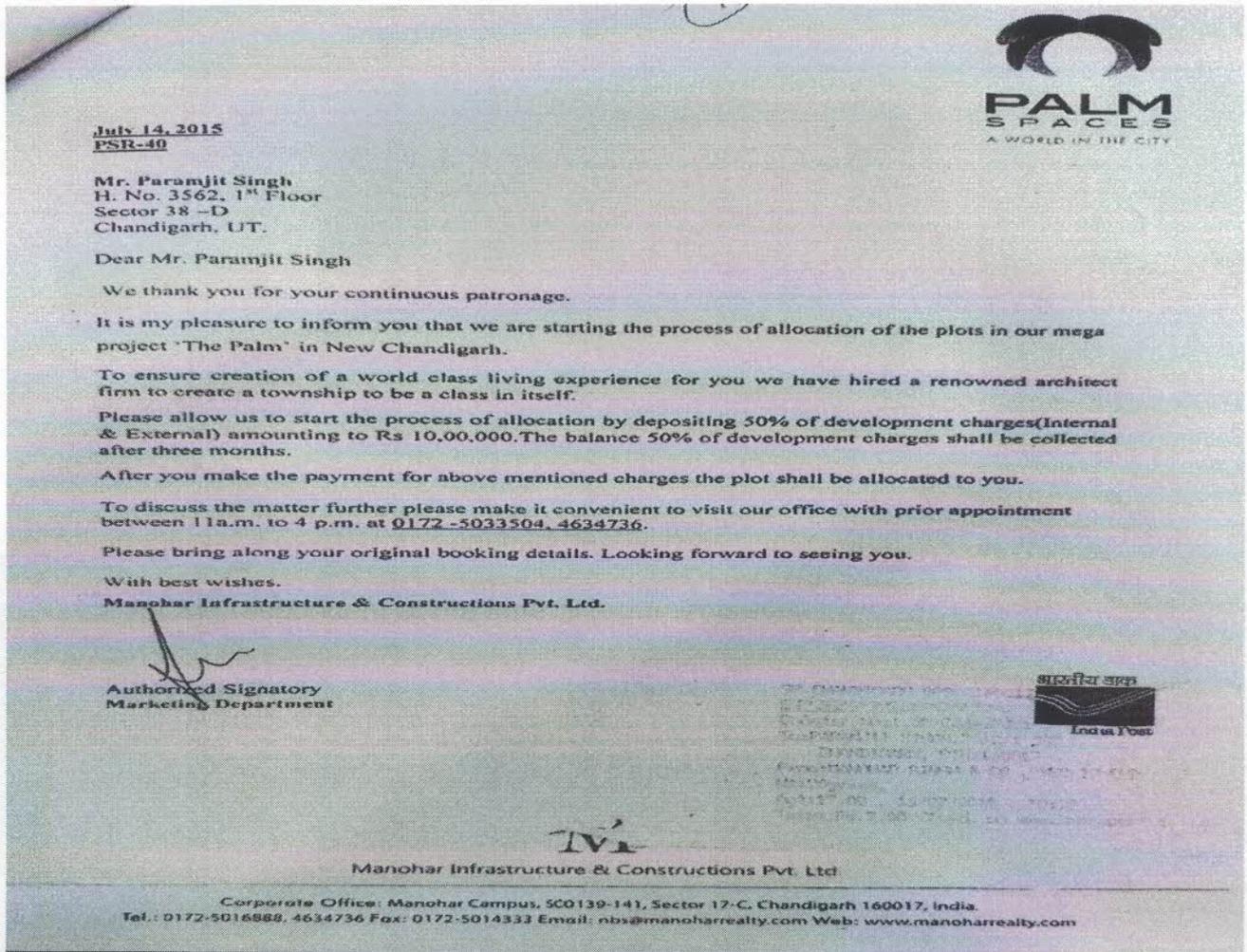
11.2 The complainant has further placed reliance upon the letter dated 05.02.2021 issued by the respondent wherein the respondent assured that possession of the plot would be offered on or before 30.06.2021. The complainant submits that even after issuance of the said letter, the respondent did not offer possession nor completed the development of the project. It has further been argued that the complainant was left with no option but to issue a legal notice dated 31.03.2022 calling upon the respondent to deliver possession of the plot along with interest for delay. When the respondent failed to respond positively to the said notice, the complainant filed the present complaint seeking directions to the respondent to hand over possession of the plot along with interest for the delay in terms of the provisions of the Real Estate (Regulation and Development) Act, 2016. The complainant has also contended that the amount of Rs.46,25,000/- referred to by the respondent was part of the total consideration paid by the complainant as the complainant had initially booked two plots, one in her own name and another in the name of Gurdev Singh. Subsequently the plot booked in the name of Gurdev Singh was surrendered and the amount paid in that booking was adjusted in the complainant's plot vide letter dated 10.03.2014. Thus, according to the complainant, the entire amount of Rs.92,50,000/- was effectively paid by her and duly acknowledged by the respondent.

12. On the other hand, the respondent has contended that the complainant cannot claim possession of the plot until the execution of the Buyer's Agreement between the parties. According to the respondent, the complainant was repeatedly requested to execute the Buyer's Agreement so that the contractual relationship between the parties could be formalized and possession of the plot could thereafter be delivered in accordance with the terms of the agreement. It is the case of the respondent that the complainant deliberately avoided execution of the Buyer's Agreement and therefore the respondent cannot be held responsible for the alleged delay in delivery of possession. For ready reference, one of the letter issued to the



complainant on 14.07.2015 is attached herewith as under, which is submitted by the Ld.

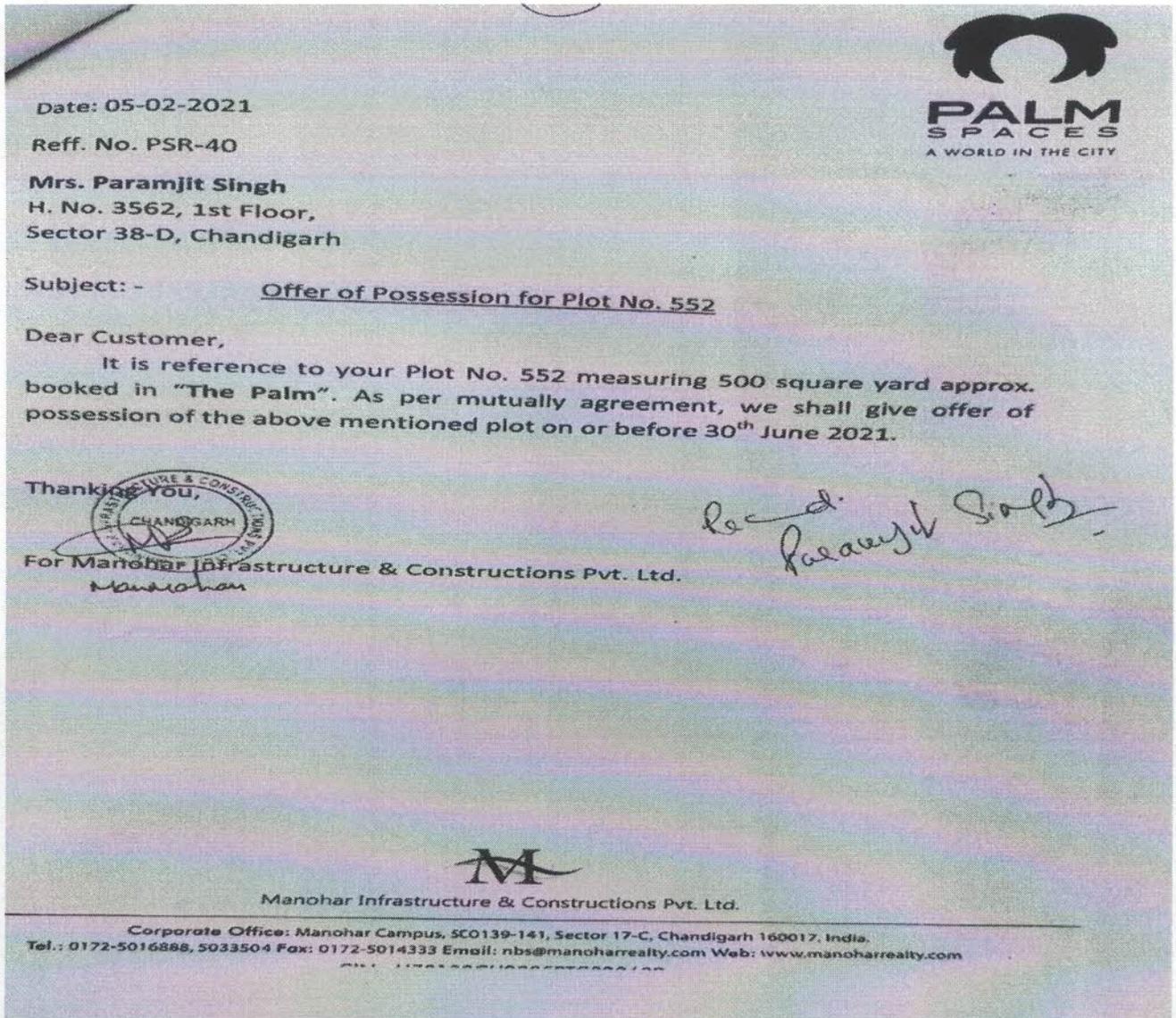
Counsel for the respondent at the time of arguments:-



12.1. The respondent has also denied that possession was promised within three years from the date of application. According to the respondent, no such binding commitment was made and the possession was to be delivered in accordance with the terms and conditions of the Buyer's Agreement which had not been executed due to the conduct of the complainant. The respondent has further argued that the complainant has failed to place on record any documentary evidence to show that repeated requests were made by her for possession of the plot or that the respondent failed to respond to such requests. The respondent has also denied the allegations that basic amenities such as roads, sewerage, water supply and electricity were not provided at the site.

12.2 The respondent has further argued that the letter dated 05.02.2021 clearly demonstrates that both the parties had mutually agreed that possession of the plot would be offered on or before 30.06.2021. According to the respondent, once both the parties had accepted the said date, any question of delay could arise only after 30.06.2021. For ready reference, letter dated 05.02.2021 is attached herewith:-





12.3. The respondent has also pointed out that the complainant remained silent for several years after making the initial payment and did not raise any grievance or objection regarding delay in construction or delivery of possession. It has therefore been argued that the conduct of the complainant indicates that both the parties were on mutually agreeable terms until the year 2021 and that the complainant has filed the present complaint only subsequently on 13.09.2022.

12.4 The respondent has also referred to the proceedings dated 06.05.2025 wherein the document dated 10.03.2014 relating to adjustment of Rs.46,25,000/- came on record for the first time. According to the respondent, this document demonstrates that the complainant had initially booked another plot in the name of Gurdev Singh and that the amount paid in that booking was later adjusted in the complainant's plot. The respondent submits that the financial adjustments between the parties and the failure of the complainant to execute the Buyer's Agreement indicate that the matter remained



pending due to unresolved issues between the parties rather than any deliberate default on the part of the respondent.

13. This Bench of Authority has carefully examined the pleadings of both the parties, the documents placed on record and the submissions made during the course of proceedings. From the material available on record it is evident that the complainant had applied for allotment of a residential plot in the project of the respondent and the respondent had acknowledged the booking and issued registration in favour of the complainant. It is also apparent from the record that the respondent itself issued a letter dated 05.02.2021 stating that possession of the plot would be offered on or before 30.06.2021. Once the respondent itself communicated the said date of possession, the respondent cannot subsequently dispute the obligation to deliver possession of the plot at least by the said date.

13.1 The contention of the respondent that the complainant refused to execute the Buyer's Agreement does not absolve the respondent of its statutory obligations under the Real Estate (Regulation and Development) Act, 2016. The promoter is under an obligation to execute a written agreement for sale and to complete the development of the project within the stipulated time. Failure to execute the agreement or delay in execution thereof cannot be used as a ground to indefinitely postpone the delivery of possession, particularly when the booking of the plot and acceptance of consideration amount are not in dispute.

13.2 The record further shows that even after the date of 30.06.2021, possession of the plot has not been delivered to the complainant. The respondent has also undertaken before this Authority during the proceedings dated 06.05.2025 that possession could be handed over within a short period of time. This undertaking itself indicates that the possession of the plot had not been delivered to the complainant for several years after the date indicated in the respondent's own letter. Therefore, the delay in delivery of possession is clearly established from the material placed on record.



13.3 In view of the above discussion, it is evident that the complainant had booked the plot in the project of the respondent and had paid a substantial amount towards its consideration. The respondent acknowledged the booking and subsequently assured delivery of possession on or before 30.06.2021. However, possession was not delivered even after the said date and the complainant was compelled to approach this Authority. The respondent has failed to justify the delay in delivery of possession in a satisfactory manner. Consequently, the complainant becomes entitled to relief under the provisions of the Real Estate (Regulation and Development) Act, 2016 in relation to delayed possession.

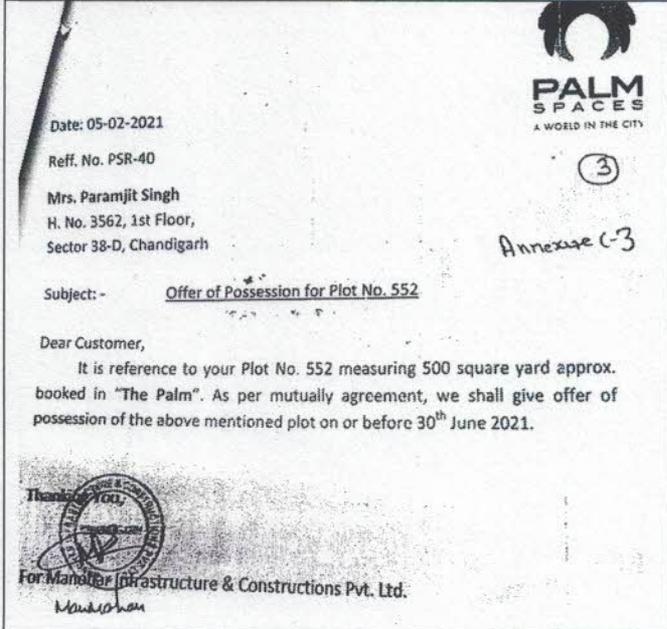
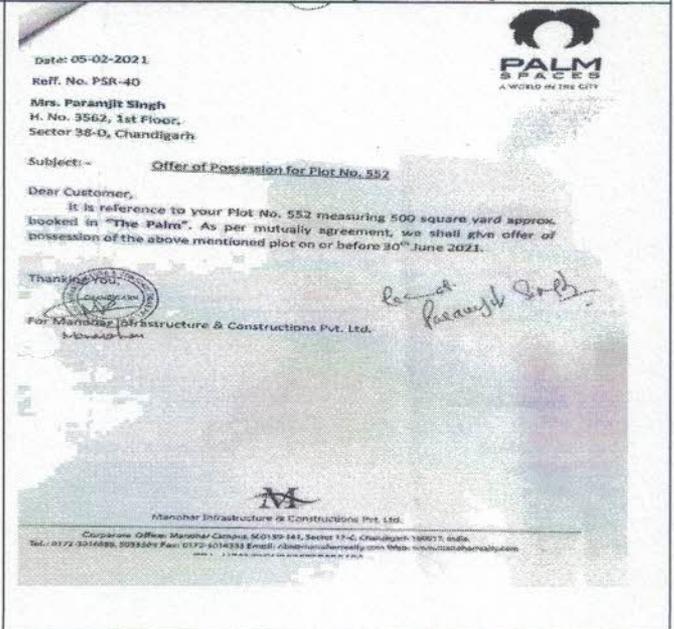
13.4. Further, it emerges that the complainant had initially made substantial payments towards the plot in the year 2011 at the time of booking. It is also borne out from the record that subsequently, in the year 2014, an amount relating to the booking made in the name of Gurdev Singh was surrendered and the said amount was mutually agreed to be adjusted towards the complainant's plot. The documentary material produced by both parties indicates that the said adjustment was acknowledged by the respondent and thereafter the complainant continued to remain an allottee in respect of the plot in question.

13.5 From the correspondence exchanged between the parties and the submissions made during the course of proceedings, it further appears that after the adjustment of the aforesaid amount, the parties mutually arrived at an understanding with regard to the likely timeline for delivery of possession of the plot. The record reveals that the respondent had represented that possession of the plot would be handed over to the complainant on or before 30.06.2021. The said date, therefore, assumes significance as it reflects the mutually acknowledged outer timeline within which the respondent had undertaken to complete the development and offer possession of the plot to the complainant. **In the absence of any subsequent document placed on record by the respondent extending or modifying the said timeline, the Bench is inclined to treat 30.06.2021 as the effective date by which the possession ought to have been offered to the complainant.** However, the



material available on record does not indicate that possession of the plot was actually offered or handed over to the complainant on or before or after the aforesaid date till the last hearing in the matter. Rather, it is evident that despite the lapse of the said timeline, the respondent failed to deliver possession of the plot. The complainant, being aggrieved by the continued delay, issued a legal notice dated 30.03.2022 to the respondent calling upon it to clarify the status of the project and to hand over possession of the plot. Despite the issuance of the said notice, the respondent did not provide any satisfactory response nor did it proceed to offer possession of the plot.

13.6 Upon careful consideration of the material placed on record and the submissions advanced by the learned counsel for the parties, this Bench has examined the letter dated 05.02.2021 relied upon by the respondent as the offer of possession. The respondent has produced a copy of the said letter during the course of arguments which bears an endorsement indicating receipt by the complainant. The said endorsement assumes significance inasmuch as it reflects that the complainant had acknowledged the contents of the communication and had appended her signatures thereon. Although the complainant has also placed on record a copy of the same letter, the copy filed by the complainant does not bear the endorsement of receipt or the signatures; however, the copy produced by the respondent clearly contains the acknowledgment of the complainant. For ready reference, both the letters are attached as under:-

Letter submitted by the complainant	Letter submitted by the respondent
 <p>Date: 05-02-2021 Ref. No. PSR-40 Mrs. Paramjit Singh H. No. 3562, 1st Floor, Sector 38-D, Chandigarh</p> <p>Subject: - <u>Offer of Possession for Plot No. 552</u></p> <p>Dear Customer,</p> <p>It is reference to your Plot No. 552 measuring 500 square yard approx. booked in "The Palm". As per mutually agreement, we shall give offer of possession of the above mentioned plot on or before 30th June 2021.</p> <p>Thank you, For Manohar Infrastructure & Constructions Pvt. Ltd. Manohar</p> <p><i>Annexure C-3</i></p>	 <p>Date: 05-02-2021 Ref. No. PSR-40 Mrs. Paramjit Singh H. No. 3562, 1st Floor, Sector 38-D, Chandigarh</p> <p>Subject: - <u>Offer of Possession for Plot No. 552</u></p> <p>Dear Customer,</p> <p>It is reference to your Plot No. 552 measuring 500 square yard approx. booked in "The Palm". As per mutually agreement, we shall give offer of possession of the above mentioned plot on or before 30th June 2021.</p> <p>Thank you, For Manohar Infrastructure & Constructions Pvt. Ltd. Manohar</p> <p>Manohar Infrastructure & Constructions Pvt. Ltd. Corporate Office: Manohar Campus, 50189-141, Sector 17-C, Chandigarh-160017, India Tel.: 0172-201688, 2092501 Fax: 0172-2014333 Email: info@manoharinfrastructure.com Web: www.manoharinfrastructure.com</p>



13.7 The Bench is of the considered view that the endorsement appearing on the letter produced by the respondent indicates that the complainant had received the said communication and had accepted the understanding recorded therein. The contents of the said letter reveal that the parties had mutually agreed upon the timeline for handing over possession of the plot. The endorsement made by the complainant on the said document clearly establishes that the complainant had no objection to the arrangement recorded in the letter and had acknowledged that possession of the plot would be delivered on or before 30.06.2021.

13.8 It is further pertinent to note that the payments in respect of the plot had initially been made by the complainant in the year 2011 and thereafter an amount relating to the booking made in the name of Gurdev Singh was adjusted in the year 2014 towards the complainant's allotment. Following the said adjustment, the parties continued with the allotment in favour of the complainant and subsequently recorded their mutual understanding with regard to the timeline for possession through the letter dated 05.02.2021. In view of the acknowledgment and endorsement made by the complainant on the said letter, this Bench is satisfied that the date agreed between the parties for delivery of possession of the plot was on or before 30.06.2021.

13.9 However, from the material available on record it is evident that despite the aforesaid mutually agreed timeline, the respondent failed to hand over possession of the plot to the complainant on or before 30.06.2021. The record further reflects that after the expiry of the said date, the complainant issued a legal notice dated 30.03.2022 to the respondent calling upon it to hand over possession of the plot and to clarify the status of the development. Even thereafter, the respondent did not deliver possession of the plot. Consequently, the complainant was constrained to approach this Authority by filing the present complaint on 13.09.2022 seeking appropriate relief under the provisions of the Real Estate (Regulation and Development) Act, 2016. In view of the foregoing discussion, this Bench holds that the date 30.06.2021 is to be treated as the promised date of possession, as the same flows from the mutually acknowledged understanding recorded in the letter dated 05.02.2021 and duly endorsed by the complainant. The



failure of the respondent to hand over possession by the said date therefore constitutes delay on the part of the respondent.

14. In these circumstances, the complainant was left with no alternative but to approach this Authority by filing the present complaint on 13.09.2022 seeking appropriate relief under the provisions of the Real Estate (Regulation and Development) Act, 2016. **Therefore, in the considered view of this Bench, the date 30.06.2021 is rightly treated as the relevant benchmark date for determining delay in handing over possession, as it represents the mutually acknowledged timeline between the parties for delivery of the plot, which the respondent has admittedly failed to honour.**

15. Section 18(1)(a) of the RERD Act clearly provides that if the promoter fails to complete or is unable to give possession of an apartment in accordance with the terms of the agreement, the allottee is entitled to interest for every month of delay till handing over of possession. The liability under Section 18 is statutory in nature and arises automatically upon failure to deliver possession within the stipulated period. The complainant is therefore entitled to interest for delayed possession in terms of Section 18(1) of the RERD Act, 2016, which 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.”

15.1 Further in the same project, in the case of Sh. Rishi Munjal & other Vs. Manohar Infrastructure & Constructions Pvt. Ltd. vide GC No. 1791/2020 dated 04.06.2021, it has been held by the Authority as under:-

“7. Accordingly, the complaint is partly accepted and disposed off with the following directions:

- (i). The respondent will pay interest at the rate of 9.30% (today's highest SBI MCLR rate of 7.30% plus 2%), as prescribed in Rule 16 of the Punjab State Real Estate (Regulation and Development) Rules, 2017 to the complainants on the sum deposited i.e Rs.15.62 lakhs for a period of 3 years.*
- (ii). The respondent shall also issue a allotment letter for a specific plot and execute an agreement for sale as per the format prescribed in the Punjab State Real Estate (Regulation and Development) Rules, 2017 with the complainants within 2 months of the date of issue of this order. The transaction between the parties will henceforth be governed by this agreement. Needless to say, this agreement will not be more onerous on the complainants than the agreements signed with other allottees of the project.*
- (iii). This allotment will be at the same price as has been agreed to between the parties.*
- (iv). The amount to be paid by way of interest under the direction at serial no.(i). above is allowed to be set off against the balance amount to be paid by the complainants.”*

16. In view of the above findings, the complaint is **Partly Allowed** and this Bench holds that the respondent has failed to fulfill its obligation of delivering possession within the agreed period, and the complainant is entitled to interest for the delay w.e.f. **01.07.2021**. Accordingly, the respondent is directed to hand over valid physical possession of plot no. 552 measuring 500 sq. yards in the project titled as “The Palm” Mega Housing Project situated at Mullanpur, New Chandigarh, S.A.S. Nagar,



Mohali to the complainant after obtaining the Completion Certificate/Partial Completion Certificate or Occupancy Certificate. Further, the respondent shall pay to the complainant delay interest @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 15.01.2026 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017, on the amounts paid by the complainant. The period for payment of interest will be considered from the next month in which the due date of possession till it is validly offered to the allottee by the promoter/respondent to the previous month of the date in which possession has been effectively handed over by the promoter. Therefore, the calculation of delayed interest as on 31.03.2026 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
01.07.2021	Rs.92,50,000/-	31.03.2026	10.80%	56 Months	46,62,000/-

17. 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.

18. In exercise of the powers conferred under **Section 37 of the Real Estate (Regulation and Development) Act, 2016**, the Respondent No.1–Promoter is hereby directed to issue a **Letter of Offer for Possession** to the complainant(s) within a period of **seven (7) days** from the date of receipt of the **Partial Completion Certificate and/or Completion Certificate**, or **simultaneously with the issuance of such offer to any other allottee of the same project**, whichever event occurs earlier. The promoter shall act in a **fair, transparent, and lawful manner** while issuing the offer of possession. It is further directed that if any amount is payable by the promoter to the complainant(s) at the time of handing over possession, the same shall be **adjusted against the amount of Rs. 46,62,000/-** upto 28.02.2026 together with **interest accrued @ Rs.83,250/- per month from 01.03.2026 till the date of issuance of the offer of possession**, as



awarded by this Authority. After such adjustment, if any balance amount remains payable, the allottee shall be liable to pay the same. It is hereby held that any dues payable by the allottee and the amount awarded under this order are on the **same contractual and statutory footing** and are liable to be **mutually adjusted**, and only the net balance shall be payable by the respective party. The entitlement to interest to the allottee is further fortified by the provisions of **Section 18 of the Act of 2016**. It is clarified that although the amount of Rs. 46,62,000/- along with interest is also recoverable as **arrears of land revenue under Section 40(1) of the Act of 2016 read with the Punjab Land Revenue Act, 1887 as provided under the RERD Act, 2016 as on additional means to recover the dues determined in this order**. However, if the said amount is not recovered or paid by the respondent/ promoter at the time of handing over possession, the same shall mandatorily be **set off against any balance amount payable by the allottee**, including at the stage of possession, execution of conveyance deed, or otherwise. It is further ordered that **till the entire awarded amount along with accrued interest is fully paid or adjusted**, the allottee shall **not be liable to pay maintenance charges or any other charges payable by allottee to the promoter**. However, this exemption shall **not apply** in cases where maintenance services are handed over to a **Residents Welfare Association (RWA)** or any third-party agency other than the promoter, in which event no adjustment shall be claimed against such entity for such amount.

19. In view of the aforesaid legal provisions and judicial pronouncement, it is hereby directed that the above amount shall be recovered as Land Revenue as provided u/s 40(1) of the RERD Act, 2016. The total amount due towards delayed interest upto 28.02.2026 is calculated at an amount of Rs.46,62,000/- and the respondent is directed to make the payments within 90 days to the complainant and offer valid offer of possession. After, 01.03.2026 the respondent no. 1-promoter is liable to pay an amount of Rs.83,250/- per month as interest till the valid & due possession is handed over to the complainants. Further, if any amount is due towards the complainant at the time of offer of possession, then the said payment will be adjusted towards the



amount payable to the allottees-cum-complainant by promoter, it will be adjusted by the promoter as payment received from the allottee payable by the promoter at the time of offer of possession.

20. The amount of Rs.46,62,000/- upto 28.02.2026 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.46,62,000/- determined as interest upon the delayed period upto 28.02.2026 and further a sum of Rs.83,250/- per month, to be payable as interest per month from 01.03.2026 is held **“Land Revenue” under the provisions of Section 40(1) of the RERD Act, 2016. The said amounts are to be collected as Land Revenue by the Competent Authorities as provided/authorised in the Punjab Land Revenue Act, 1887 read with section 40(1) of the Real Estate (Regulation and Development) Act, 2016.**

21. The promoter at the time of offering due possession will adjust the amount payable by it, if any, as per this order towards the charges payable as per “Agreement for Sale” by the allottee. It is further clarified that the promoter will ask for amount payable by allottee at the time of giving/offer possession only after paying and/or adjusting the whole amount of Rs.46,62,000/- and further accrued interest @ Rs.83,250/- per month w.e.f. 01.03.2026 as determined in this order and payable by the promoter. The Decree Holder and Judgment Debtor will inform regarding adjustments, if any, due of the sum designated as “Land Revenue” with the amount recoverable from allottee at the time of possession and any other *inter-se* financial transaction relating to this order to the Secretary, RERD, Punjab and the prescribed Revenue Authorities, to whom, the Recovery Certificate under the Punjab Land Revenue Act, 1887 has been sent for recovery of Rs.46,62,000/- upto 28.02.2026 and interest of Rs.83,250/- per month from 01.03.2026.



22. The Secretary of this Authority is hereby directed to issue a “Recovery Certificate” after 90 days for an amount of Rs.46,62,000/- as delayed interest upto 28.02.2026 and Rs.83,250/- payable per month as interest from 01.03.2026 onwards; till due possession is handed over. He will send the Recovery Certificate to the jurisdictional Deputy Commissioner of the District being Competent/ jurisdictional Authority as mentioned in the Punjab Land Revenue Act, 1887 after 90 days of the issuance of this order to be recovered as arrears of “Land Revenue”. A copy of this “Recovery Certificate” should be sent to both to the complainant and respondents by email and speed post for necessary action at their end and record purposes. The complainant & the respondent are directed to inform the Secretary of this Authority regarding any payment received or paid respectively so as to take the same in to account before sending “Recovery Certificate” to the Competent Authority for recovery. Further, **Ms. Ms. Paramjit Singh W/o Sh. Ragbhir Singh is held to be Decree Holder and the Respondent i.e. M/s. Manohar Infrastructure & Construction Pvt. Ltd. is held as Judgment Debtor for the purposes of recovery under this order.**

23. No other relief is made out.

24. A copy of this order and ‘Recovery Certificate’ be supplied to both the parties under Rules and file be consigned to record room.

Chandigarh
Dated: 12.03.2026



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

Endst. No./CP/RERA/PB/PA/Sec.31/440

Dated:-12/03/2026

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

1. Ms. Paramjit Singh W/o Sh. Ragbhir Singh, Plot No. 111, Near Balajit Timber, Badal Colony, Zirakpur-140603 (Punjab).
2. M/s. Manohar Infrastructure & Constructions Pvt. Ltd., SCO 139-141, Sector 17-C, Chandigarh – 160017.
3. The Secretary, RERA, Punjab.
4. Director (Legal), RERA, Punjab.
5. The Complaint File.
6. The Master File.

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