

**BEFORE SH. ARUVIR VASHISTA, MEMBER-II  
THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB AT  
CHANDIGARH**

Complaint No. RERA/ GC No.0457 of 2023UR

Date of filing: 23.12.2023

Date of decision: 20.01.2026

Anu Gupta daughter of Vinod Kumar Jindal, resident of 35-D, Delite Colony, Patiala, Punjab.

.... Complainant

Versus

1. Estate Officer, Patiala Urban Planning and Development Authority PDA, PUDA Complex, Urban Estate Phase II, Patiala, Punjab.
2. M/s Omaxe Limited, through its Director/ Managing Director, Omaxe House 7, Behind Kalkaji Post Office Kalkaji, LSC, New Delhi 110019.

..... Respondent

Complaint under Section 31 of the Real Estate (Regulation and Development) Act 2016.

Present: Shri J.P. Singla, Advocate, representative for the complainant  
Shri Balwinder Singh, Advocate, representative for respondent no.1.  
S/Shri Munish Gupta and Manjinder Kumar Bhargav, Advocates, representatives for respondent no.2.

**ORDER**

The main allegations in this complaint filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act") by complainant against the respondents, relate to delay in handing over possession of SCO No.46 allotted to the complainant in the project "PDA- OMAXE City" of respondents, situated at Sirhind

Road, Patiala. Accordingly, the main relief sought is payment of interest for the period of delay.

2. As per the case of the complainant, a commercial site (SCO/Shop) No.46, Pocket I, measuring 120.24 Sq. yards was allotted to her vide allotment No.911 dated 16.07.2010 (Annexure C1). It was claimed that a total sum of Rs.65,04,984/- was paid by the complainant on account of sale consideration of the allotted commercial site. As per Clause 4 of the allotment letter dated 16.07.2010, the respondents were to deliver the possession of the plot to the allottee within 30 days from the completion of development work or on payment of 50% of the saleable price whichever was later. But the respondents neither completed development work nor they obtained completion certificate from the competent authority. On account of the said default on the part of the respondents in completing the project within stipulated time/condition of the allotment letter, the complainant opted to withdraw from the project and sought refund of the deposited amount with interest at the prescribed rate by serving legal notice dated 16.12.2017 (Annexure C-5). Respondent no.1 replied to the legal notice through his letter dated 13.08.2018 (Annexure C-7) but in utter violation of statutory provisions respondent no.1 gave the notional possession on 10.07.2014 which had no meaning in the eyes of law. The site was lying totally undeveloped till today and there was no scope of its completion in near future because of the inter se dispute and malafide intentions of both the respondents. The complainant could not start her construction thereon in the

absence of basic amenities. The complainant also served a registered legal notice dated 14.11.2023 (Annexure C-11) upon the respondents for claiming delayed period interest on the deposited amount but to no avail. Hence the present complaint.

3. The complaint was contested by both the respondents filing their separate written replies in the matter. Patiala Urban Planning and Development Authority through its Estate Officer in its written reply filed took the objection that the RERA Act was not applicable to these proceedings, being a prospective act in nature. Besides the answering respondent had applied for registration of the project under the Act but their application was rejected vide order dated 21.6.2018 (Annexure R1) on the ground that time frame for completion of the project had not been mentioned in the application. Said ground still existed as the matter in dispute was pending with M/s Omaxe Ltd. before the Government and before the Hon'ble Punjab and Haryana High Court. Thus, the project in question being not registered with the RERA authority, the instant complaint was not maintainable.

The State of Punjab enacted the Punjab Regional and Town Planning and Development Act, 1995 with the intent to develop the land in a planned manner in the State of Punjab and Section 43 of the Act empowered the authority to frame schemes for development of land owned by it or transferred to it by the State Government. Under the provisions of the above Act the Patiala Urban Planning and Development Authority in collaboration with M/s Omaxe Ltd. under a joint development

agreement in PPP Mode launched a scheme for development of 336.5 acres in Village Baran at Sirhind Road, Patiala and a bid form, terms and conditions for auction of commercial area on 5<sup>th</sup> and 6<sup>th</sup> days of April, 2011 was issued for the respective buyers to participate in an open auction. The complainant after going through the terms and conditions of allotment gave a bid for Commercial (site/Shop) no.46 Pocket 1 measuring 119.60 Sq. yards in the open auction held on 19.04.2010 and became successful being the highest bidder and deposited 25% amount of the total price of the site as per terms of auction amounting to Rs.16,26,246/- and an allotment letter bearing no.911 dated 16.07.2010 was issued to the complainant. Then complainant vide her letter dated 16.06.2014 requested for handing over possession of the site which was handed over to her on 10.07.2014 and the same was accepted without any protest whatsoever. But all of a sudden, for the reasons best known to her, complainant got served a legal notice dated 16.12.2017 (Annexure C-6) demanding refund of the money deposited by her. The legal notice had been duly replied by respondent vide letter dated 13.08.2018 (Annexure C-7).

It was also submitted that the project in question was a joint venture of Patiala Urban Planning and Development Authority and M/s Omaxe Pvt. Ltd. under a Joint Development Agreement dated 16.11.2006. M/s Omaxe had failed to develop the project as per terms and conditions of the Joint Development Agreement dated 16.11.2006. PDA being a Public Authority was bound to safeguard the interest of general public repeatedly

asked M/s Omaxe to develop the project as per agreed terms and conditions but to no avail and therefore having no other alternative, PDA issued a notice of termination upon M/s Omaxe for breach of terms and conditions of Joint Development Agreement vide letter dated 20.06.2011 (Annexure C4). The matter was taken before the Hon'ble Punjab and Haryana High Court vide Civil Writ Petition No.8100 of 2011 by some of the land owners challenging the Joint Development Agreement and acquisition process in which Hon'ble High was pleased to pass a status quo order regarding raising of construction till further orders and the said Writ Petition was ultimately dismissed as withdrawn vide order dated 26.9.2013. Apart from the above, Residents Welfare Association of the present project also preferred Civil Writ Petition No.14348 of 2106 before the Hon'ble Punjab and Haryana High Court in which the matter regarding possession and development of the project of this case had been raised and was still pending adjudication, between the parties. Rest of the averments as contained in the complaint were denied and a prayer for dismissal of complaint was made.

4. Respondent no.2 M/s Omaxe Limited in its written reply raised certain preliminary objections inter alia on the grounds that the complaint had been filed by concealing relevant facts and impleading unnecessary party. The project in which the property in question existed was primarily of Patiala Urban Development Authority and the answering respondent was only granted development rights being the highest bidder in tenders floated by the above said authority, who was promoter. Since

the answering respondent had been served cancellation notice by the PDA Patiala and further the development rights of answering respondent were under the scrutiny of Punjab and Haryana High Court in CWP No.13448 of 2016, the instant complaint against the answering respondent was not maintainable. In the meantime, the PDA issued a notice of termination upon the answering respondent which had not been withdrawn despite the fact that the same was duly replied. After disposal of CWP No.8100 of 2011, the answering respondent had been consistently following the PDA Patiala to commence development work but to no effect. Even the Residents Welfare Association also preferred a CWP bearing No.14348 of 2016 wherein issue for development had been raised and said CWP was still pending. In these circumstances, it was evident that the non-development of the project was on account of the facts and circumstances beyond the control of the answering respondent, as such the instant complaint against the answering respondent was bad for mis-joinder of party. As per the agreement, amount was also to be deposited with the PDA and not with the answering respondent, it being only a developer, as such, the instant complaint against the answering respondent was not maintainable. On merits, while reiterating the preliminary objections and denying the averments as contained in the complaint, a prayer for dismissal of complaint had been made.

5. Complainant also filed rejoinders reiterating the averments of the complaint and controverting the allegations of the written replies filed by both the respondents.

6. The parties have been given a patient hearing and their submissions in support of their respective cases have been duly considered.

7. While putting forth the case of complainant it was argued on her behalf that she purchased the SCO in question in an open auction on 19.4.2010 for a total sum of Rs.65,04,984/-.

Consequent upon the purchase, an allotment letter no.911 dated 16.07.2010 was issued. She had made full and final payment of the sale consideration. As per Clause 4 of the allotment letter respondents were expected to deliver her the possession of the SCO within thirty days from the completion of development work or 50% of the saleable price when has been paid whichever was later. The entire project where the SCO was situated was to be developed by the PDA in collaboration with M/s Omaxe Ltd. As such both PDA and M/s Omaxe became promoters who were supposed to complete the development work as per the terms and conditions of the allotment. However, a dispute arose between the said two promoters and as a consequence thereof a notice of default and a notice of termination was served upon M/s Omaxe respondent no.2 by respondent No.1 PDA. When she came to know about all that she felt herself deceived at the hands of respondents and she had been regularly visiting the office of both the respondents but no satisfactory answers were ever given by them to her grievance and the project remained undeveloped that could not be completed till date. Feeling mentally harassed she tried to get her deposited amount refunded alongwith compensation serving a notice dated

16.12.2017 through her counsel following an earlier legal notice served upon them. Respondent no.1 even gave a reply to the reminder on 13.08.2018 wherein it was admitted by it in clear terms that termination notice was issued to M/s Omaxe for violation of Joint Development Agreement and a reply was received from M/s Omaxe which was under consideration of the government. Before the RERA Act, 2016 came into force it was Punjab Apartment and Property Regulation Act, 1995 that was applicable and as per Section 14 of the said Act it was the responsibility of respondents to obtain completion certificate from the competent authority before the possession of SCO could be handed over. While after RERA Act came into force respondents were again made responsible to obtain completion certificate as per Section 11(4)(B). But the respondents had forcibly given the notional possession of said SCO to her on 10.07.2014 in an utter violation of the above-mentioned statutory provisions. It was thus a paper possession forced upon her that could not be termed a legal and validly offered possession. Besides the said notional possession in an admittedly incomplete project was against the law. Otherwise also the allotted site of SCO was a commercial area which is of no use unless all the basic amenities like roads, water supply, sewerage, electric connection, drainage etc. were provided. Rather it amounted to playing a fraud with the complainant alongwith so many other like circumstanced allottees. It was all done by the respondents despite there being a policy framed by the government in its meeting dated 02.01.2017 where it was

decided in principle that allottees should not be given possession unless all the basic amenities were first provided. It was also at the same time decided that till such facilities were provided to the allottees an interest @ 12% on the amount deposited by the allottees was to be given by the promoter. The site was lying totally undeveloped till date with no scope of its completion in near future because of interse dispute between promoters. She was not able to start her construction on the site. Rather the very purpose of her getting herself self-employment was defeated. Because of non-completion of basic amenities only few houses could be constructed in the project and as such few inhabitants and occupants are there that too live without basic amenities. As such the promoters since have failed to discharge their obligation imposed upon them under the Act were liable to pay her compensation as well as interest for each month of delay till handing over of the possession upon obtaining due completion certificate from the competent authority as required by law.

8. While opposing the above contentions it was submitted on behalf of respondent no.1 PDA that the complainant purchased the SCO site in an open auction held on 19.04.2010 being fully conscious of the status and condition of the site. She participated in the auction being fully aware of the terms and conditions of the allotment and upon visiting the site which was open for the inspection. Thereafter she was handed over the possession of the site upon her own request which she made vide letter dated 26.06.2014. So much so she took the

possession without any protest whatsoever and she had concealed all these important facts which go to the root of the matter and she being guilty of the said concealment cannot be granted the relief she prays for. Moreover, her claim for the interest and compensation is a highly time barred one since suffered from delay and laches. It was all of a sudden for the reasons best known to her she served a legal notice dated 16.12.2017 asking answering respondent PDA to indemnify her. It was also contended that the project in question was a joint venture of PDA and M/s Omaxe Pvt. Ltd. vide a Joint Development Agreement dated 16.11.2006 that contained detailed terms and conditions. Besides it was M/s Omaxe that had failed to discharge its part of the duty as per Joint Development Agreement between them in the development of the project. Since PDA is a public authority, it was bound to safeguard interests of the general public, it therefore repeatedly asked M/s Omaxe to execute the project as per the agreed terms and conditions. Moreover, notwithstanding any dispute between PDA and M/s Omaxe all the basic facilities and amenities were available to the plot in question of which complainant had taken conscious possession and claim of the complainant for any kind of compensation and interest etc. was baseless.

9. It was submitted on behalf of respondent no.2 M/s Omaxe Limited that the project in which the property in question existed was primarily of Patiala Urban Development Authority (PDA) and the answering respondent was only granted

development rights being the highest bidder in tenders floated by the above said authority, which was an actual promoter. Since the answering respondent had been served cancellation notice by the PDA Patiala and further the development rights of answering respondent were under the scrutiny of Punjab and Haryana High Court in CWP No.13448 of 2016, the instant complaint against the answering respondent was not maintainable. It was then submitted that PDA issued a notice of termination upon the answering respondent which had not been withdrawn inspite of the fact that the same was duly replied. After disposal of CWP No.8100 of 2011, the answering respondent had been consistently following the PDA Patiala to commence development work, but to no effect. Even the Residents Welfare Association had also preferred a CWP bearing No.14348 of 2016 where an issue for development had been raised and said CWP was still pending. In these circumstances, it was evident that the non-development of the project was due to the circumstances beyond the control of the answering respondent. As per the agreement, the said amount paid was also to be deposited with the PDA and not with the answering respondent, it being only a developer. As such, the instant complaint against the answering respondent was not maintainable.

10. Above submissions and contentions put forth by the parties have been considered and examined in the light of facts and circumstances emerging on the record. Upon doing so, this bench of the Authority finds itself more or less in agreement with

the case put forth on behalf of complainant. Before embarking upon the discussion and examining the respective submissions made on behalf of the parties, this important fact has to be kept in mind throughout that RERA Act is a beneficial legislation. And, the provisions made in Section 18 of the Act are most beneficial of all. Besides, because of its provisions being remedial in nature, the Act has been held to be a '*retroactive statute*' to make sure that the sale of a real estate project is done in an efficient and transparent manner about protection of consumer's interest by the Hon'ble Apex Court in its landmark decision in **M/s. Newtech Promoters and Developers Pvt. Ltd. Vs. State of U.P. and others in Civil Appeal Nos. 6745-6749 of 2021**. A retroactive law is a "Legislative Act that looks backward or contemplates the past, affecting acts or facts that existed before the Act came into effect." (***Black's law dictionary 7<sup>th</sup> edition***). The provisions of Section 18 of the Act when reproduced speak 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.*

(2) *The promoter shall compensate the allottees in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under this Act, and the claim for compensation under this subsection shall not be barred by limitation provided under any law for the time being in force.*

(3) *If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this Act.*

The very opening lines of the Section say that if the promoter fails to complete or is unable to give possession of an

apartment, plot or building in accordance with the terms of agreement for sale as the case may be, duly completed by the date specified therein. As such there is either of the two conditions that is to be taken note of while dealing with question their compliance and fulfilment. First where promoter fails to complete. Second where promoter is unable to give possession. Non-compliance of both the above conditions should be in accordance with the terms of the agreement for sale in a duly completed form. It is also at the same time important to take note of Clause 4 (i) of the allotment letter that contains the terms and conditions of the sale which reads as follows:

#### 4. POSSESSION AND OWNERSHIP

i) *Possession of plot shall be handed over to allottee within 30 days from the completion of Development work or 50% of the saleable price has been paid whichever is later, if possession is not taken by the allottee within stipulated period it shall be deemed to have been handed over on expiry of said period.*

When the present case is examined in the light of above it is found that promoter here not only failed to complete the project but was unable to give possession in accordance with the terms of the agreement mentioned in the allotment letter itself that too in a duly completed manner. As such in the present case promoters have failed to fulfil both the conditions mentioned in Section 18. And, the possession which respondents claim to have delivered to complainant was not in accordance with the

terms and conditions relating to possession in the allotment letter itself since admittedly the project is still incomplete. Here this contention on behalf of the respondent is also found to be without any merit or substance that the possession of the SCO site was given as per complainant's own request. Rather the facts and circumstances of the case clearly suggest that the possession of the site has been forced upon the complainant creating a situation of uncertainty in his mind as a dispute arose *inter se* promoters/ respondents. In this way complainant has been coerced to take the possession. Even otherwise such a situation was there or not the possession has been given against the very terms and conditions of the contract in the form of allotment letter between them.

11. Besides the provisions of Section 18 of the Act grant an indefeasible right in favour of an allottee which cannot be taken away under any circumstance. In the light of these discussed circumstances, this bench further finds a very little application of the law of limitation being mindful of the 'retroactive' and 'remedial nature' of the Act. Moreover, the project was still incomplete as the development work there was yet to take off. This gives rather not only an uncertainty to its completion but also gives a recurring cause of action to the complainant. Therefore, the contention that has been raised emphatically on behalf of the respondents that the claim of complainant was highly time barred since suffered from delay and laches, holds no merit. It is perhaps for this reason no specific limitation period has been provided in the Act. It also

cannot be said if the delay in claim made and relief sought for by complainant resorting to the provisions of Section 18 of the Act was highly excessive and an inordinate one keeping in view the fact that project was an ongoing project since was not complete.

12. Respondents also at the same time cannot take benefit of the fact raising an argument in this regard that the project was since not registered it did not come within the purview of RERA. No doubt that registration of an ongoing project that has not been completed has been made mandatory as is there in the case of respondents but the fact that it is unregistered does not put it out of the purview of RERA as it can be deduced that the powers vested in RERA are unfettered pertaining to all real estate transactions. They also cannot take recourse to this argument that the respondents applied for registration under RERA Act but their case was rejected by the Authority itself. Although it is a matter of discussion here as to how and under what circumstances their application for registration was rejected? yet as it came to be revealed during arguments that registration application perhaps was rejected by the Authority since no timeline for the completion of project was given by the respondents/ promoters. Had this been the case, the promoters should have made up the deficiency pointed out that was made a ground for rejection or otherwise they should have even challenged the rejection order before the Appellate Tribunal.

13. The unit in question is a commercial unit and there is no use of such an unit when it is left without its vicinity

developed. And the entire project where it is situated is not fully developed in the sense all basic amenities and facilities are since not provided. A commercial unit/ SCO has its utility or use only after its residential pocket is developed and residential plot buyers start inhabiting the place. Besides it was only after the basic amenities like drainage, water supply and roads are provided any construction for the commercial purpose or activity could be carried out at the place though it is a different matter whether the area could develop and grow in a financially profitable area or not after that? Both the promoters one being a governmental agency while the other a known big company in the field of construction when can fail in fulfilling their commitments and assurances given for whatsoever reasons, one can imagine about the state of affairs of others. Their mutual dispute *inter se* promoters cannot in any manner justify their acts in breaching the trust and confidence shown in them, by the common people who purchased the units in their projects. Whosoever and how much out of the two could be blamed or made liable for the default, they have to share their liability if adjudged any jointly and severally both.

14. Accordingly, as an outcome of my above discussion, this complaint is accepted and the respondents are directed to pay interest on the amount paid by the complainant at the prescribed rate as per Rule 16 of the RERD Act i.e. State Bank of India highest marginal cost of lending rate (as on today) plus 2% from the date of deposit till legal possession is delivered on completion of the project.

15. Before this bench departs from its judgment it strongly feels to be its bounden duty to suggest certain recommendations to be made to the appropriate Government and competent authorities u/S 32 of the Act in order to facilitate the growth<sup>✓</sup> and promotion of a healthy, transparent, efficient and competitive real estate sector. For that matter, it may be put up before full Authority for its consideration in order to do that.

16. Taking peripheral development of vicinity of Chandigarh for example specially the Zirakpur Town wherfrom a National Highway leading to Delhi and other main State highways pass through, had recently witnessed hundreds of high-rise buildings coming up on both sides of the roads. It has added to a huge and heavy foot-fall on high ways leading to long traffic jams becoming a permanent feature. It also makes it quite evident that 'competent authorities' either have flouted the set norms of consulting regional and national strategic plans or no such plans were there got made. Every day experience of looking at and examining the layouts/ site plans of different projects coming up in the periphery of Mohali, Chandigarh or elsewhere in Punjab makes this bench anyway doubtful if everything was going well with the functioning of competent authorities issuing licenses and approvals to those. Mushroom growth of commercial and residential projects right on the main roads and Highways adding to heavy footfall there specially in the recent past makes it evidently apparent that a necessary and important aspect of futuristic impact of the growth and development is glaringly ignored. It also shows the lack of vision

may be because either a 'strategic master plan' at the State or region level is missing and not formulated or was not being adhered to if there was one. In case there is one, its meticulous compliance is to be strictly ensured. If none such plan is there then it is utmost urgent to have one drawn/ made at the earliest till it was too late. When we are talking of a master plan it is not about the master layout of a project or of a city and of a district. It is at the level of atleast a geological region, state and of the entire country. A master plan is a long-term outline beyond the current scope of the project. It provides a structured, sustaining and clear development road map for a larger area over a longer time period. It provides the foundation for the preparation of important detailed plan or a collection of detailed plans. Additionally, other considerations are topography, future business and demographic forecasts, current and future zoning plans, government policies, site constraints, sustainability requirements, geological and environmental viability and its effect on the entire region and country as being a region or a Nation we are connected and share rivers, natural resources and Highways connecting us with each other. And, while taking into consideration recent geological surveys conducted by the Scientists, certain parts of Punjab and Haryana including Chandigarh immediately abutting Himalayan region have been put into a most vulnerable category i.e. category No. VI of seismically prone areas. It is for this reason it becomes urgently indispensable to have both a regional and a national strategic plan. It also required at the same time that those plans are

revised from time to time depending upon the changes that are necessitated for sustainability of development in view of ever-changing geological conditions.

Besides, regional and national level strategic planning inherently involves long term planning in specific areas with flexibility and adaptability encouraging environmentally sustainable construction and affordable housing promoting standardization and use of appropriate construction material, fixtures, fittings and construction techniques. One thing more which is also very much needed for bringing efficiency in the working of all the stake holders and competent authorities issuing NOCs and giving approvals, is coordination and sharing of information among them. For this, it is strongly recommended that some API mechanism should be urgently developed enabling all the stake holders to communicate with each other sharing information. Such a step would help creating a 'single window system' for ensuring time bound project approvals and clearances for timely completion of the project.

17. As measures to facilitate amicable conciliation of disputes between the promoters and the allottees different dispute settlement Forums set up by the State, consumer and other promoter associations can be made to coordinate by taking up the matter with the Hon'ble High Court availing services of Legal Aid Services Authority already set up in the Districts and State having ADR Centers. While dealing with the registration approvals of various projects a difficulty is often faced by the authority in exact identification of the area and



location of a particular project. And for that, some urgent steps are required to be taken for digitization of land records and system towards conclusive property titles with title guarantee. In this area an immediate step by the appropriate Government is recommended to issue directions to all the competent authorities granting licenses and approvals to develop and construct that they should sanction the layouts/ plans that are doubly superimposed on *Lathas* (maps prepared by the revenue department) and Google earth images of the area depicting *Khasra* numbers and exact location. This would reduce the identification and demarcation dispute to a great extent as well as other title disputes and confusions qua those. It should be made mandatory that all the plans that are submitted by the Architects for approvals before competent authorities, should be in that form.

18. As disputes mainly arise between the promoters and allottees due to non-completion of the projects and delayed delivery of the possession of the unit/ plot and apartment in a duly completed manner in accordance with the agreement between them, there should be an effort on the part of Authority to ensure timely completion of the projects registered with it. It is rather obligatory on the part of Authority as per Section 8 of the Act to take such an action as it might deem fit in consultation with the appropriate Government in order to carry out remaining development works consequent upon lapse or upon revocation of registration of a project, by competent authority or by association of allottees or in any other manner. As such to



complete a project in a time line manner is also one of the main obligations of a promoter who is supposed to give an undertaking to the effect as per Section 4 of the Act. It is often seen that sometimes certain unscrupulous promoters run away and abandon leaving the project incomplete. Sometimes timely completion of a project gets affected by other unforeseen reasons including on account of force majeure. But whatever may be the reason it is the genuine allottee in an urgent need of a home who is harassed and made to suffer. In order to save a common man, an allottee and promoter in distress, an important step that may be taken by the appropriate Government '**notifying insurances'** to be obtained by the promoter in respect of construction of the project and title of land, building etc. Such a step taken will not only ensure the completion of a project but will reduce the unnecessary litigation as well on that account.

19. Further, as the provisions of this Act shall have effect, notwithstanding anything inconsistent therewith contained in any other law for the time being in force and thus, have an overriding effect it becomes important that all the stake holder departments including competent authorities may be sensitized and be made aware of the mandatory provisions of the Act by imparting some sort of vigorous training in this regard so that purpose and objectives of the Act are achieved by bringing efficiency and transparency in the Real Estate transactions and to protect the interests of consumers.

20. First and foremost, important of all the said discussed steps is to prepare a regional and national level strategic plan atleast of a state level that would give long term planning with adaptability.

As the State Government has recently issued certain notifications showing its resolve to bring about efficiency, transparency in the real estate transactions in the interest of general public and genuine allottees, it is therefore strongly felt that the matter concerning recommendations discussed and suggested above to be forwarded to the appropriate government for its consideration, may be placed before the full Authority for decision on that. However, irrespective of what decision is taken by Authority on this, it is also felt at the same time that copy of this judgment may be circulated to all the stake holders and competent authorities for soul-searching. Secretariat of the Authority stands directed in this regard.



(Arunvir Vashista),  
Member, RERA, Punjab