



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.

- | | |
|--|--|
| 1. Complaint No. | :- GC No. 0213/2024 |
| 2. Name & Address of the complainant (s)/ Allottee | :- Sh. Manpal Singh Rana
Sh. Vipin Kumar Singh
Both Flat No. 102, Tower-C, Affinity Greens, Airport Road, PR-7, Zirakpur, SAS Nagar (Mohali), Punjab-140603. |
| 3. Name & Address of the respondent (s)/ Promoter | :- M/s. VERA Developers Pvt. Ltd.
Old Kalka Road, Park Street, Near Patiala Chowk, Zirakpur, SAS Nagar (Mohali), Punjab – 140603. |
| 4. Date of filing of complaint | :- 13.06.2024 |
| 5. Name of the Project | :- Lok Awas |
| 6. RERA Registration No. | :- PBRERA-SAS81-PR0496 |
| 7. Name of Counsel for the complainant, if any. | :- Sh. Parikshit Goyal, Advocate. |
| 8. Name of Counsel for the respondent, if any. | :- Sh. Neetish Handa, Advocate. |
| 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 | :- 15.01.2026 |

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 13.06.2024 has been filed by Sh. Manpal Singh Rana and Sh. Vipin Kumar Singh (hereinafter referred as the 'Complainants' 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) relating to a RERA registered project namely 'Lok Awas' promoted by M/s. Vera Developers Pvt. Ltd. (hereinafter referred as the 'Respondent' for the sake of convenience and brevity) alleging violation of the RERD Act, 2016 by Respondent/Promoter. The complainants have **sought refund of the amount paid alongwith interest** on the ground of inordinate delay in handing over possession of the allotted apartment.



2. The brief gist of the complaint, as alleged by the complainants are that the complainant booked Unit No. 603, 6th Floor, Tower C-9 admeasuring 1070 sq. ft. in the respondent's residential project "Lok Awas" situated at Sector 74A, SAS Nagar, Mohali, for a total sale consideration of Rs. 29,75,850/- (excluding GST) and executed an Agreement for Sale dated 26.02.2020, under which the respondent undertook to hand over possession on or before 30.10.2023 plus 6 months subject to *force majeure* conditions, which comes to 30.04.2024. It is an admitted position that the complainant paid a total sum of Rs.9,67,884/- to the respondent as per the construction-linked payment plan. For ready reference, payment details made to the respondent is attached as under:-

16 DETAIL OF PAYMENTS MADE			
SR. NO.	PAYMENT MADE/ RECEIVED ON	AMOUNTING	CASH/CHEQUE
1	15.10.2019	Rs. 1,00,000/-	online RLAD /03669/2019-20
2	02.11.2019	Rs. 5,53,975/-	cheque 96395
3	12.11.2020	Rs. 3,13,909/-	cheque 000008
4		Rs.	
5		Rs.	
6		Rs.	
TOTAL AMOUNT PAID		Rs. 9,67,884/-	

2.1. It is also alleged in the complaint that espote lapse of more than five years from launch of the project and more than four years from execution of the Agreement, the respondent has failed to carry out construction of the tower in which the complainant's unit is situated beyond excavation/plinth stage and no meaningful progress has been made till date. The respondent neither raised further construction-linked demands nor provided any justifiable explanation for the prolonged delay, and repeated assurances of progress remained unfulfilled. Aggrieved by the respondent's failure to deliver possession within the agreed timeline, the complainant has sought refund of the amount paid along with interest as provided under Section 18 of the RERD Act, 2016. For ready reference, relevant extract of the relief sought by the complainants are as under:-

"In light of the aforesaid facts and circumstances, Ld. RERA Authority may kindly:

- Pass an order granting a refund of Rs. 9,67,884/- paid by the Complainant, along with interest at the statutory prescribed rate



calculated from the date of payment, till its actual realisation.

- ii. *Pass any other relief which this Ld. Authority may deem fit in the interests of justice."*

3. In response the notice of the complainant, the Respondent filed its reply stating that the respondent submits that the present complaint is misconceived, not maintainable and has been filed with an ulterior motive, as the complainant voluntarily booked the unit in the respondent's project after conducting due diligence and with full knowledge of the project details, payment schedule and terms of the Agreement for Sale. The complainant himself caused delays at the inception by seeking shuffling of units and by not completing the necessary formalities in time, which led to delayed execution of the Agreement. Thereafter, the complainant repeatedly defaulted in making payments strictly in accordance with the construction-linked payment plan, compelling the respondent to issue demand and cancellation letters, and even the payments that were eventually made were belated and only to safeguard the allotment. The complainant thereafter remained completely silent for several years and has himself admitted to having avoided payments, which adversely affected the respondent's cash flow and progress of construction. The respondent further submits that the delay in construction was also due to *force majeure* circumstances, including the COVID-19 pandemic and extensions granted by the Competent Authorities, which cannot be attributed to any wilful default on the part of the respondent. In these circumstances, the complainant cannot seek interest or other reliefs for his own lapses and defaults; however, without prejudice to its rights and in order to demonstrate bona fide intent, the respondent remains willing to refund the amount paid, subject to lawful deductions, and therefore the complaint deserves to be dismissed.

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



5. The complainant filed a rejoinder controverting the averments made in the written statement and reiterating the allegations made in the complaint. It was asserted that the payment plan was construction-linked and since no construction progressed beyond excavation stage, the respondent was not entitled to raise further demands. The complainant denied being a defaulter and asserted that substantial payments were made well before execution of the Agreement for Sale. It was further pleaded that the respondent failed to produce any credible material to show progress of construction or readiness to deliver possession. The complainant denied the applicability of prolonged force majeure extensions and contended that the respondent cannot take shelter of COVID-19 to justify an inordinate delay extending beyond the agreed timeline. Reliance was placed on Section 18 of the Act and settled judicial precedents to contend that once possession is not delivered within time, the allottee is entitled to refund along with interest, without any deduction.

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

7. From the pleadings and documents placed on record, certain facts emerge as undisputed. It is not in dispute that the complainant booked a unit in the respondent's project "Lok Awas" and that an Agreement for Sale dated 26.02.2020 was executed between the parties. It is also not disputed that the agreed date of possession as per the Agreement was 30.04.2024 (i.e. 30.10.2023 due date of possession + 6 months grace period). The respondent has not disputed that the complainant paid a total amount of Rs.9,67,884/- towards the said unit. It is further not disputed that as on date, possession of the unit has not been offered to the complainant.



8. During arguments, the complainant reiterated that the project has remained stalled for years and construction has not progressed beyond plinth level, making timely delivery of possession impossible. It was argued that under Section 18 of the Act, once the promoter fails to deliver possession within the stipulated time, the allottee has an indefeasible right to withdraw from the project and seek refund with interest. It was further argued that alleged defaults in payment cannot be pressed against the complainant when the payment plan itself was linked to stages of construction which were never achieved. The complainant submitted that no deduction is permissible from the refund amount in cases of failure to deliver possession. For ready reference, the payment plan attached with the agreement for sale is attached herewith: -

ANNEXURE- 1 PAYMENT PLAN

The Allottee has paid a sum of Rs. 653975.00 (Rupees Six Lakhs Fifty Three Thousand Nine Hundred Seventy Five Only) towards the Dwelling Unit, the details are given below mentioned:

Amount	Cheque No.	Cheque Dated	Bank Name
Rs. 553975.00	46395	09/11/2019	ICICI Bank
Rs. 100000.00	3ed0d05184a50846f285	15/10/2019	- Zirakpur

CONSTRUCTION LINK PAYMENT PLAN - Standard

Stage	Percentage (%)	Amount in Rupees
At the time of Agreement.Unit Charge	25%	647500.00
At the Time of Offer of Possession.Unit Charge	5%	129500.00
On Completion of 12th Floor Roof Slab.Unit Charge	8%	207200.00
On Completion of 15th Floor Roof Slab.Unit Charge	5%	129500.00
On Completion of 23rd Floor Roof Slab.Unit Charge	5%	129500.00
On Completion of 2nd Floor Roof Slab.IFMS (On Super Area)	100%	53500.00
On Completion of 2nd Floor Roof Slab.POWER BACKUP (2 KVA)	100%	70000.00
On Completion of 2nd Floor Roof Slab.Car Parking Charges	100%	75000.00
On Completion of 2nd Floor Roof Slab.EDC/IDC (On super area)	100%	112350.00
On Completion of 2nd Floor Roof Slab.Unit Charge	10%	259000.00
On Completion of 2nd Floor Roof Slab.CLUB MEMBERSHIP	100%	50000.00
On Completion of 5th Floor Roof Slab.Unit Charge	10%	259000.00
On Completion of 9th Floor Roof Slab.Park Facing	100%	25000.00
On Completion of 9th Floor Roof Slab.Unit Charge	8%	207200.00
On Completion of Basement Raft.Unit Charge	12%	310800.00
On Completion of Excavation.Unit Charge	12%	310800.00
Total Sale Consideration (Excluding Taxes)	100%	Rs.2975850.00(Rupees Twenty Nine Lakhs Seventy Five Thousand Eight Hundred Fifty Only)

Please Note: The cost of GST, Stamp Duty, Registration Charges, Electricity Charges, Gas Supply Charges and maintenance charges or any other future Tax levied on part of Allottee is not included in the total sale consideration as mentioned in this agreement. The Allottee shall have to pay as and when application as per prevailing rates of state and centre government or supply agencies.



9. On the other hand, the respondent argued that the complainant himself was in breach of the payment schedule and that the delay in construction cannot be attributed solely to the respondent. It was contended that *force majeure* conditions including the Covid-19 pandemic severely affected construction activities and extensions granted by authorities must be given due consideration. The respondent argued that the complainant is not entitled to interest for his own lapses and that any refund, if granted, should be subject to deductions as per the terms of the Agreement.

9.1 It is further argued by the Ld. Counsel for the respondent that the material on record clearly demonstrates persistent default and inaction on the part of the complainant. It was submitted that the respondent had issued repeated reminders and demand communications dated 11.03.2020, 17.05.2020, 03.06.2020, 24.08.2020 and 10.09.2020 strictly in terms of the Agreement for Sale, calling upon the complainant to adhere to the agreed payment schedule, yet the complainant neither responded to the said communications nor raised any grievance at the relevant time. The counsel further argued that such prolonged silence on the part of the complainant amounts to acquiescence and clearly reflects lack of diligence in asserting any alleged grievance regarding delay in construction or delivery of possession. It was also contended that the cancellation letter dated 12.11.2020 was issued only after repeated non-compliance and default by the complainant and, therefore, the cancellation was lawful and in accordance with the contractual terms. The counsel emphasized that the complainant has been able to produce only a single letter dated 18.04.2024, written after an inordinate lapse of time and immediately prior to the filing of the present complaint, which, according to the respondent, shows that the grievance has been raised as an afterthought. On these premises, the counsel for the respondent argued that the complainant, having failed to make timely payments and having remained silent for several years, is not entitled to invoke Section 18 of



the Act and seek refund with interest, and that the present complaint deserves to be dismissed on this ground alone.

10. This Bench of Authority has considered the rival submissions and examined the material on record. The primary issue for consideration is whether the respondent failed to deliver possession of the unit within the agreed timeline and, if so, whether the complainant is entitled to refund along with interest under Section 18 of the Act. The Agreement for Sale clearly stipulates the date of possession as 30.10.2023 + 6 months grace period, therefore the due date of possession comes to 30.04.2024. For ready reference, relevant extract of the agreement for sale is attached herewith:-

7. POSSESSION OF THE APARTMENT-

- 7.1. **Schedule for possession of the said Apartment-** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 30th October 2023, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions. In case of any such delay in handing over the possession of the Apartment due to non-availability of labour or material, climate during the period of construction by the Promoter, the Allottee agrees to a reasonable extension period of six months without claiming any compensation in lieu of such delay.

For Vera Developers Pvt.Ltd.

Authorized Signatory

[Signature]

Allottee

10.1. Even if a reasonable extension on account of *force majeure* is assumed, the respondent has not placed any material to demonstrate that the project was substantially completed or that possession was offered within the extended period. The photographs and pleadings on record indicate that construction has not progressed beyond excavation/plinth level. In a construction-linked payment plan, the obligation of the allottee to make further payments arises only upon completion of corresponding stages of construction. In the absence of progress beyond initial stages, the respondent cannot successfully allege default on the part of the complainant.



10.2 The plea of prolonged *force majeure* cannot be accepted to justify indefinite delay, particularly when the project remains far from completion even years after execution of the Agreement. The Hon’ble Supreme Court and various RERA authorities have consistently held that once the promoter fails to deliver possession within the agreed period, the allottee is entitled to refund with interest under Section 18 of the Act. The respondent’s own offer to refund the amount further reinforces the conclusion that it is not in a position to deliver possession within a reasonable time.

10.3. That the respondent had issued various reminders and demand communications to the complainant, followed by a cancellation letter dated 12.11.2020. It is not in dispute that the complainant did not respond to the said communications at the relevant time. For ready reference, reminders and demand communications dated 11.03.2020, 17.05.2020, 03.06.2020, 24.08.2020 and 10.09.2020 is attached as under:-

u/s
ANNEXURE - R/3 (Copy)

(12)

Demand Letter

Customer ID: APPLAD/03668/19-20
MANPAL SINGH RANA
R.NO 4290, FIRST FLOOR, SEC 68, NEAR ARMY
INSTITUTE OF LAW SAS NAGAR MOHALI, PUNJAB,
PUNJAB, INDIA -160062
Contact: 8288081516

Date: 11/03/2020

Subject: Your provisional allotment of residential Unit No. 603 on 6th Floor in Block/ Pocket C-2 at LOK AWAS MOHALI.

Respected Madam,

With reference to M/s VERA DEVELOPERS PRIVATE LIMITED, we have provisionally allotted you above said apartment in our residential project LOK AWAS MOHALI, at Sector 68, Phase I, House, Sec 74-A/117, MOHALI.

As per the CONSTRUCTION LINK PAYMENT PLAN - Standard agreed between us, your next instalment has fallen due. We are requested to remit the requisite amount as per the statement of account given below:-

Unit No. 603	Block/Tower C-2	Floor 6th Floor	Payment Plan: CONSTRUCTION LINK PAYMENT PLAN - Standard				
Due Date	Milestone	Account Head	Receivable Instalment	GST	Total Receivable	Received	Balance
11/03/2020	At the time of Agreement	Unit Charge	6,47,500/-	6,475/-	6,53,975/-	6,53,975/-	
24/03/2020	On Completion of Excavation	Unit Charge	3,10,800/-	3,108/-	3,13,908/-	0/-	3,13,908/-
Total Amount Due			9,58,300/-	9,584/-	9,67,884/-	6,53,975/-	3,13,908/-

You are requested to pay the due amount of Rs. 3,909/- (Rupees Three Lac Thirteen Thousand Nine Hundred Nine Only) as on date within 15 days on issuance of this letter. Your timely payments enable us to carry out the project in progress at vigorous speed and timely completion of project. Looking forward to your kind co-operation.

You are requested to quote the apartment no. in all the future correspondence. If you need any assistance, please feel free to call 7087308999 or email us on crm@lokawas.com

Thanking You,

For VERA DEVELOPERS PRIVATE LIMITED

(Authorized Signatory)

Notes:-

1. All payments should be made in favour of M/s VERA DEVELOPERS PRIVATE LIMITED only.
Account Holder Name: VOPPL Lok Awas RERA A/C
Account No.: 50200041762921
IFSC: HDFC00000154
Branch: Zirakpur
2. Delay in payments attract interest as per application/buyer's agreement for the period delay.
3. Please mention your flat no./Unit details name & phone no. on the reverse of of Cheque Demand Draft.
4. PAN No.: AAECV8264A
5. GSTIN No.: 03AAECV8264A1ZL
6. Please ignore if already paid.

Reminder Letter

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Customer Id: APPLAD/03668/19-20

Dated : 17/05/2020

To,
MANPAL SINGH RANA
H.NO 4290, FIRST FLOOR, SEC 68,
NEAR ARMY INSTITUTE OF LAW SAS
NAGAR MOHALI, PUNJAB, PUNJAB,
INDIA - 160062.
Contact : 8288081516
Booking Date : 25/10/2019
Project : LOK AWAS-MOHALI

Subject: Your allotment of residential Unit No. 603 in LOK AWAS-MOHALI Near TDI House, Sec.74-A/117, MOHALI - PUNJAB INDIA

Dear Sir / Madam,

Greetings from VERA DEVELOPERS PRIVATE LIMITED

This refers to our demand letter dated 11/03/2020 and various telephonic conversations with your good self.

We would again request to kindly remit the said amount of Rs. 3,13,909/- (Rupees Three Lac Thirteen Thousand Nine Hundred Nine Only) forthwith without any delay as per agreed payment plan in the apartment buyer agreement terms and conditions.

Due Date	Milestone	Account Head	Receivable	GST	Total Receivable	Total Received	Outstanding
31/03/2020	At the time of Agreement	Unit Charge	6,47,500	6,476.00	653,976.00	653,975.00	1.00
18/07/2020	On Completion of Excavation	Unit Charge	3,10,800	3,108.00	313,908.00	0.00	313,908.00
Amount Payable					967,884.00	653,975.00	313,909.00

Total amount Due: (Rupees Three Lac Thirteen Thousand Nine Hundred Nine Only)

Your timely payments enable us to carry out the work in progress at vigorous speed, any delay in payments from your side leads to delay in completion and possession of the project in whole and also attract delay payments charges as per application/buyer's agreement terms and conditions. Therefore, you are requested to transfer the mentioned due outstanding payable amount before 31-May-2020.

You are requested to quote the apartment no. all the future correspondence, if you need any assistance. Please feel free to call ORO KANWALJIT KAUR on 7527011828 or email on sm12@lokawas.com.

Yours Sincerely,

For VERA DEVELOPERS PRIVATE LIMITED

Authorized Signatory

Note :-

1. All payments should be made in favour of "VERA DEVELOPERS PRIVATE LIMITED"

Account Holder Name VDPL Lok Awat: RERA A/C

Bank Name HDFC BANK Ltd.

Account No 50200041760921

IFSC Code HDFC0000154

Branch Zirakpur

2. Delay in payments attract interest as per applicable/buyer agreement for the period delay.

3. Please mention your ref no. property details name & phone no on the reverse of of Cheque/Demand Draft.

4. Pan No :- AAECV8264A

5. GSTIN No :- 03AAECV8264A1ZL

6. Please ignore if already paid.

Reminder Letter-2

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Dated : 03/06/2020

Customer Id: APPLAD/03668/19-20

To,
MANPAL SINGH RANA
H.NO 4290, FIRST FLOOR, SEC 68,
NEAR ARMY INSTITUTE OF LAW SAS
NAGAR MOHALI, PUNJAB, PUNJAB,
INDIA - 160062.

Contact : 8288081516

Booking Date : 25/10/2019

Project : LOK AWAS-MOHALI

Subject: Your Booking of residential Unit No. 603 in LOK AWAS-MOHALI Near TDI House, Sec.74-A/117, MOHALI - PUNJAB INDIA

Dear Sir / Madam,

Greetings from VERA DEVELOPERS PRIVATE LIMITED

This refers to our Reminder letter and various telephonic conversations with your good self.

We would like to bring to your notice that the following amount has still not been received by us. One reminder has already been sent to you.

We would again request to kindly remit the said amount of Rs. 3,13,909/- (Rupees Three Lac Thirteen Thousand Nine Hundred Nine Only) forthwith without any delay as per agreed payment plan in the apartment buyer agreement terms and conditions.

Due Date	Milestone	Account Head	Receivable	GST	Total Receivable	Total Received	Outstanding
31/03/2020	At the time of Agreement	Unit Charge	6,47,500	6,476.00	653,976.00	653,975.00	1.00
28/03/2020	On Completion of Excavation	Unit Charge	3,10,800	3,108.00	313,908.00	0.00	313,908.00
Amount Payable					967,884.00	653,975.00	313,909.00

Total amount Due: (Rupees Three Lac Thirteen Thousand Nine Hundred Nine Only)

Your timely payments enable us to carry out the work in progress at vigorous speed, any delay in payments from your side leads to delay in completion and possession of the project in whole and also attract delay payments charges as per application/buyer's agreement terms and conditions. Therefore, you are requested to transfer the mentioned due outstanding payable amount before 15-June-2020.

You are requested to quote the apartment no. all the future correspondence, if you need any assistance. Please feel free to call ORO KANWALJIT KAUR on 7527011828 or email on sm12@lokawas.com.

Yours Sincerely,

For VERA DEVELOPERS PRIVATE LIMITED

Authorized Signatory

Note :-

1. All payments should be made in favour of "VERA DEVELOPERS PRIVATE LIMITED"

Account Holder Name VDPL Lok Awat: RERA A/C

Bank Name HDFC BANK Ltd.

Account No 50200041760921

IFSC Code HDFC0000154

Branch Zirakpur

2. Delay in payments attract interest as per applicable/buyer agreement for the period delay.

3. Please mention your ref no. property details name & phone no on the reverse of of Cheque/Demand Draft.

4. Pan No :- AAECV8264A

5. GSTIN No :- 03AAECV8264A1ZL

6. Please ignore if already paid.



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Reminder Letter-6

Dated : 24/08/2020

Customer Id : APPLAD/03668/19-20

Mr. MANPAL SINGH RANA

H.NO 4290, FIRST FLOOR, SEC 68,

NAGAR ARMY INSTITUTE OF LAW SAS

NAGAR MOHALI, PUNJAB -160062,

PUNJAB, INDIA

Contact : 9288081516

Booking Date : 23/10/2019

Project : LOK AWAS-MOHALI

Subject: Your provisional allotment of residential Unit No 603 on 5th Floor in Block / Pocket C-9 at LOK AWAS-MOHALI

Dear Sir/Madam,

Reference from VERA DEVELOPERS PRIVATE LIMITED.

Refers to our Reminder letter and various telephonic conversations with your good self.

We would like to bring to your notice that the following amount has still not been received by us. Five reminder has already been sent to you.

We would again request to kindly remit the said amount of Rs. 3,13,909/- (Rupees Three Lac Thirteen Thousand Nine Hundred Ninety Only) forthwith without any delay as per agreed payment plan in the apartment buyer agreement terms and conditions.

Date	Milestone	Account Head	Receivable	GST	Total Receivable	Total Received	Outstanding
2020	At the time of Agreement	Unit Charge	6,47,500	6,473.00	653,973.00	653,973.00	0.00
2020	On Completion of Excavation	Unit Charge	3,10,800	3,106.00	313,906.00	0.00	313,906.00
Amount Payable					967,884.00	653,973.00	313,911.00

Amount Due (Rupees Three Lac Thirteen Thousand Nine Hundred Nine Only)

Our timely payments enable us to carry out the work in progress at vigorous speed, any delay in payments from your side lead to the delay in completion and possession of the project in whole and also attract delay payments charges as per application/buyer's agreement terms and conditions. Therefore, you are requested to transfer the mentioned due outstanding payable amount before 05-Sept-2020.

We are requested to quote the apartment no. all the future correspondence, if you need any assistance. Please feel free to call your friend PRERNA MAHESHWARI on 7527011826 or email on sm3@lokawas.com

Sincerely,

VERA DEVELOPERS PRIVATE LIMITED

Authorized Signatory

1. All payments should be made in favour of "VERA DEVELOPERS PRIVATE LIMITED"

2. Account Holder Name VDPL Lok Awas RERA A/C

3. Bank Name HDFC BANK Ltd.

4. Account No 50200041760921

5. IFSC Code HDFC0000154

6. Branch Zirakpur

7. Delay in payments attract interest as per applicable/buyer agreement for the period delay.

8. Please mention your ref no., property details, name & phone no. on the reverse of of Cheque/Demand Draft.

9. Pan No :- AAECV8264A

10. GSTIN No :- 03AAECV8264A1ZL

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Reminder Letter-7

Dated : 10/09/2020

Customer Id : APPLAD/03668/19-20

Mr. MANPAL SINGH RANA

H.NO 4290, FIRST FLOOR, SEC 68,

NAGAR ARMY INSTITUTE OF LAW SAS

NAGAR MOHALI, PUNJAB -160062,

PUNJAB, INDIA

Contact : 9288081516

Booking Date : 23/10/2019

Project : LOK AWAS-MOHALI

Subject: Your provisional allotment of residential Unit No 603 on 5 Floor in Block / Pocket C-9 at LOK AWAS-MOHALI

Dear Sir/Madam,

Reference from VERA DEVELOPERS PRIVATE LIMITED.

Refers to our Reminder letter and various telephonic conversations with your good self.

We would like to bring to your notice that the following amount has still not been received by us. Six reminder has already been sent to you.

We would again request to kindly remit the said amount of Rs. 3,65,147/- (Rupees Three Lac Sixty Five Thousand One Hundred Forty Seven Only) forthwith without any delay as per agreed payment plan in the apartment buyer agreement terms and conditions.

Date	Milestone	Account Head	Receivable	GST	Total Receivable	Total Received	Outstanding
2020	At the time of Agreement	Unit Charge	6,47,500	6,476.00	653,976.00	653,975.00	1.00
2020	On Completion of Excavation	Unit Charge	3,10,800	3,108.00	313,908.00	0.00	313,908.00
Amount Payable					967,884.00	653,975.00	313,909.00
Interest due till date					51,238.00	0.00	51,238.00
Amount Due (Rupees Three Lac Sixty Five Thousand One Hundred Forty Seven Only)					1,019,122.00	653,975.00	365,147.00

Our timely payments enable us to carry out the work in progress at vigorous speed, any delay in payments from your side lead to the delay in completion and possession of the project in whole and also attract delay payments charges as per application/buyer's agreement terms and conditions. Therefore, you are requested to transfer the mentioned due outstanding payable amount before 25-Sept-2020.

We are requested to quote the apartment no. all the future correspondence, if you need any assistance. Please feel free to call your friend PRERNA MAHESHWARI on 7527011826 or email on sm3@lokawas.com

Sincerely,

VERA DEVELOPERS PRIVATE LIMITED

Authorized Signatory

1. All payments should be made in favour of "VERA DEVELOPERS PRIVATE LIMITED"

2. Account Holder Name VDPL Lok Awas RERA A/C

3. Bank Name HDFC BANK Ltd.

4. Account No 50200041760921

5. IFSC Code HDFC0000154

6. Branch Zirakpur

7. Delay in payments attract interest as per applicable/buyer agreement for the period delay.

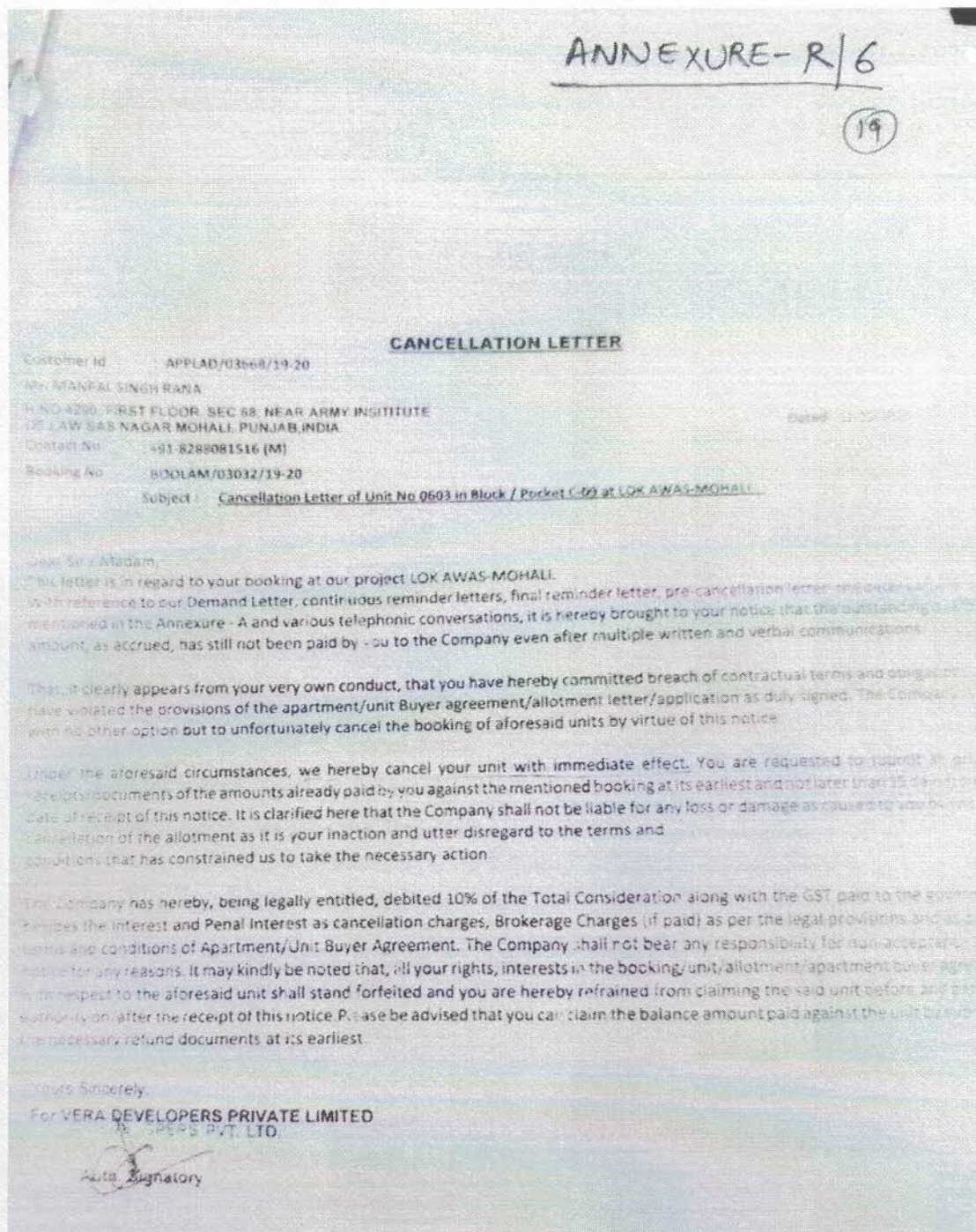
8. Please mention your ref no., property details, name & phone no. on the reverse of of Cheque/Demand Draft.

9. Pan No :- AAECV8264A

10. GSTIN No :- 03AAECV8264A1ZL

11. Please Ignore if already paid.

This is system generated statement, No signature required



This Bench further notes that, except for a letter dated 18.04.2024, the complainant has failed to place on record any contemporaneous correspondence to establish that grievances regarding delay in construction or non-delivery of possession were raised prior to the filing of the present complaint. Non-adhering to timely payment affects the progress of the project and delays and affects to all the allottees. The project is still incomplete but equally liable are allottee(s) who had not paid as per the payment plan. Therefore, timely payments are important in the progress and in determination of legal rights under RERD Act, 2016. It is also an admitted position that the respondent has not obtained the Completion Certificate/Partial Completion Certificate or Occupancy Certificate in respect of the project in question.



10.4. Significantly, even as per the respondent's own version, the allotment stood cancelled vide letter dated 12.11.2020. Once the allotment was cancelled, the respondent was under a clear and unequivocal contractual as well as statutory obligation to refund the amount deposited by the complainant within a reasonable period, subject to permissible deductions strictly in accordance with the terms of the Agreement and the provisions of the Act. As per the Agreement, the respondent was entitled only to deduct 10% of the total sale consideration along with interest liabilities and statutory taxes, if any, and upon such cancellation, the Agreement was required to stand terminated. For ready reference, Clause 7.6 read with Clause 9.3 (ii) of the agreement for sale is attached herewith:-

7.6. Cancellation by Allottee.— The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit ten percent of the total amount of the consideration money, interest and other dues payable for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 180 days of such cancellation.

7.7. Compensation.— The Promoter shall compensate the Allottee in case of any loss caused to him due to negligence on the part of the promoter or as a result of his liabilities under this agreement, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; the Promoter 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 total amount received by him in respect of the Apartment, with interest at the rate as applicable on the State Bank of India fixed deposits (Subject to changes in accordance with the applicable RERA laws) within 180 days in the manner as provided under the Act.

For Vera Developers Pvt.Ltd.

Authorized Signatory

Allottee

9.2. In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:-

(i) stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter, the Allottee will be required to make the next payment without any penal interest, or

(ii) the allottee shall have the option of terminating the agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee along with interest at the rate of SBI fixed deposits within 180 days of receiving the termination notice.

9.3. The Allottee shall be considered under a condition of default, on the occurrence of the following events:-

(i) in case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan set out in **ANNEXURE 1** hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) in case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the earnest money i.e. 10% of the total sale consideration and the interest liabilities and taxes paid and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together within three months from the issuance of the necessary documents. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

For Vera Developers Pvt.Ltd.

Authorized Signatory

Allottee



10.5 However, the Authority finds that the respondent has admittedly retained the amount deposited by the complainant for several years after cancellation of the allotment. The respondent has failed to place on record any cogent material to demonstrate that the balance amount was either offered to the complainant or refunded within the stipulated period or even within a reasonable time thereafter. On the contrary, the record reveals that the respondent continued to retain the complainant's funds even after cancellation of the allotment and had encashed the cheque issued by the complainant, without providing either possession of the unit or refund of the deposited amount. Such retention of money after termination of allotment is wholly unjustified and contrary to the letter and spirit of the Act.

10.6 The Authority further observes that the non-refund of the deposited amount despite cancellation of the allotment gives rise to a continuing cause of action, which subsists till the date the amount is actually refunded. Therefore, the objection raised by the respondent regarding delay or laches in filing the complaint is misconceived and untenable and is hereby rejected.

10.7 In this context, reference is made to Clauses 7.6 and 9.3(ii) of the Agreement. Clause 7.6 stipulates that where the allottee cancels or withdraws from the project without any fault of the promoter, the promoter is entitled to forfeit 10% of the total sale consideration, interest and other dues payable, and the balance amount is required to be refunded within 180 days of such cancellation. Clause 9.3(ii) further provides that even in cases of cancellation on account of default by the allottee, the promoter shall refund the amount paid after deducting the earnest money, i.e., 10% of the total sale consideration along with applicable interest liabilities. A conjoint reading of the aforesaid clauses clearly establishes that under no circumstances was the respondent entitled to indefinitely retain the complainant's money after cancellation of allotment.



10.8 This Bench holds that the respondent has acted in violation of Sections 18 and 19 of the Real Estate (Regulation and Development) Act, 2016 and the terms of the Agreement. The allotment stood cancelled vide letter dated 12.11.2020, thereby terminating the contractual relationship between the parties. Upon cancellation, the respondent was obligated to refund the amount deposited by the complainant within 180 days, i.e. by 12.05.2021, after deducting 10% of the total sale consideration amounting to ₹2,97,585/- out of ₹29,75,850/-. Despite deposit of ₹9,67,884/- by the complainant, the respondent failed to refund the balance amount and unlawfully retained the same. **The respondent is therefore held liable to refund ₹6,70,299/- to the complainant alongwith interest w.e.f. 12.11.2020, since the refund could not be issued within 6 months of cancellation, in accordance with the Agreement and the provisions of the Act. Therefore, it is ordered to be refunded from the date of cancellation i.e. 12.11.2020. Accordingly, the present complaint is partly allowed in the aforesaid terms.**

11. Since the construction has been delayed inordinately; therefore, as per provisions of Section 18 the complainant is entitled to claim refund alongwith interest as per its choice in case of non-completion on due date. It 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."

12. In view of the above, the complaint is **Partly Allowed** and complainants are entitled to refund due amount of Rs.6,70,299/- alongwith interest w.e.f. 12.11.2020 applicable @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 15.12.2025 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. The period for payment of interest will be considered from the next month in which payment was effected by the allottee to the previous month of the date in which payment has been effected by the promoter. Therefore, the calculation of refunds and interest upto 30.11.2025 is calculated as follows:-

Interest payable from	Principal Amount paid	Interest calculated till	Delay in months	Interest payable
01.12.2020	6,70,299/-	31.12.2025	61	3,68,013/-
Grand Total (Principal Amount + Interest)				10,38,312/-

13. 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.

14. 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.

15. Further the principal amount is determined at Rs.6,70,299/- and interest of Rs.3,68,013/- the rate of interest has been applied @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 15.12.2025 + 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.10,38,312/-** upto 31.12.2025 (i.e. principal amount of Rs.6,70,299/- and interest of Rs.3,68,013/-), and any amount due as interest **w.e.f. 01.01.2026 of Rs.6,033/- 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.6,033/- will change according to the principal amount due at the start of the month as per the method narrated hereabove in the para.

16. Further, the promoter is directed not to sell, allot, book the Unit No. 603, 6th Floor, Tower C-9 admeasuring 1070 sq. ft. in the respondent's residential project "Lok Awas" situated at Sector 74A, SAS Nagar, Mohali allocated to the complainants till the whole payment payable to the complainant of Rs.10,38,312/- upto 31.12.2025 (i.e. principal amount of Rs.6,70,299/- and interest of Rs.3,68,013/-), and subsequent interest amount w.e.f. 01.01.2026 @ Rs.6,033/- per month, if any, becomes dues is fully paid to the complainant. The complainant will have its continuous lien over the said unit till the refund alongwith interest is not fully paid by the promoter to the complainant as determined in this order and/or mentioned in the **Decree Certificate**. The promoter is



free to sell the unit in question after duly obtaining the receipt of the due payment from complainant as per this order.

17. The amount of **Rs.10,38,312/-** upto 31.12.2025 (i.e. principal amount of Rs.6,70,299/- and interest of Rs.3,68,013/-), 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.10,38,312/-** upto 31.12.2025 (i.e. principal amount of Rs.6,70,299/- and interest of Rs.3,68,013/-) determined as refund and interest amount thereon upto 31.12.2025 and further a sum of Rs.6,033/- to be payable as interest per month from 01.01.2026 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.

18. 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, **Sh. Manpal Singh Rana and Sh. Vipin Kumar Singh** are held to be **Decree Holders** and the Respondent i.e. **M/s. VERA Developers Pvt. Ltd.** as **judgment debtor for the purposes of recovery under this order**. 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.

19. No other relief is made out.

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

Chandigarh

Dated: 15.01.2026

CP/RERA/PB/Sec-31/124



dt 15/01/26

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

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

1. Sh. Manpal Singh Rana
2. Sh. Vipin Kumar Singh
(Both Sr. No. 1 & 2 r/o Flat No. 102, Tower-C, Affinity Greens, Airport Road, PR-7, Zirakpur, SAS Nagar (Mohali), Punjab- 140603.)
3. M/s. VERA Developers Pvt. Ltd., Old Kalka Road, Park Street, Near Patiala Chowk, Zirakpur, SAS Nagar (Mohali), Punjab – 140603.
4. The Secretary, RERA, Punjab.
5. Director (Legal), RERA, Punjab.
- ✓ 6. The Complaint File.
7. The Master File.

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