

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

Complaint No. RERA/ GC No.0307 of 2022

Date of filing: 13.06.2022

Dated of Decision: **10.11.2025**

Lakshmi Niwas Estate through authorized representative Nisha Pasricha, resident of J-11/95, Rajouri Garden, New Delhi Pin Code 110027.

... Complainant

Versus

M/s Chandigarh Colonizers Private Limited, SCO 36, Sector 3, Panchkula, Haryana, Pin Code 134109

... Respondent


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

Present: Mr. Siddharth Sihag, Advocate representative for the complainant  
Respondent exparte

**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 the complainant against the respondent, relate to delay in handing over possession of the residential flat allotted to the complainant in the resident project "Opera Garden" of respondent. Accordingly, the main relief sought is to hand over possession along-with payment of interest for the period of delay.

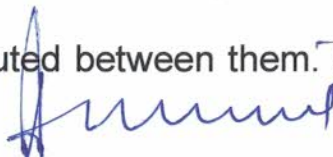
2. The complainant in her complaint, has inter alia claimed/ alleged that in the year 2006-07, she booked a fully furnished Flat bearing No.407 on 4<sup>th</sup> floor, Springdale Tower in the aforesaid project of respondent for a total sale consideration of Rs.32,75,000/- plus other charges. It was a construction linked plan. The complainant paid a total



amount of Rs.29,50,000/- to the respondent out of the total sale consideration but to the utter surprise of complainant, respondent unilaterally cancelled the allotment of the flat vide cancellation letter dated 23.01.2021 (Annexure C-10) by claiming that the complainant failed to pay the balance sale consideration whereas the complainant had already paid more than 90% of the sale consideration way back in the year 2012 and was ready to pay the balance amount upon delivery of possession which was to be delivered by 2010. Till date no Builder buyer's agreement was executed by the respondent as per terms of the allotment letter despite payment of more than 10% of the sale price of the flat in question by the complainant. Hence, the present complaint.

3. Notice of the complaint was served on the respondent who did not appear despite service; hence respondent was proceeded against exparte vide order dated 23.05.2025.

4. While reiterating the contents of complaint, learned counsel for the complainant highlighted the main facts of the case. He pointed out that unilateral cancellation done by respondent was not only illegal, arbitrary but was also highly unjustified specially in view of the fact that Rs.29,50,000/- out of the total sale price stood paid. Rather respondent could not have received more than that much of money specially when its intentions were bad. Moreover, the amount that was received by the respondent/ promoter was against the provisions of RERA since it was much more than even half of the total sale price of the unit. No doubt, the promoter could cancel the allotment and had the right to do so but only in terms of the agreement for sale which was not executed between them. As per provisions of Section





11 (5) of the Act the promoter may cancel the allotment only in terms of the agreement for sale provided that the allottee may approach the Authority for relief, if he is aggrieved by such cancellation and such cancellation is not in accordance with the terms of the agreement for sale, unilateral and without any sufficient cause. He contended that in the given set of facts the action of promoter was not only unjustified but was arbitrary as well as promoter itself had violated the provisions of law as have been provided in Section 13 of the Act making it obligatory upon promoter not to accept a sum of more than 10% of the cost of the apartment, plot, or building as the case might be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force. Thus, the very action of the promoter in receiving more than 10% was illegal as it was a clear-cut bar.

5. The case of complainant and the claim made therein including the documents produced on record in support thereof remained unrebutted as respondent chose not to appear despite its service and was thus proceeded against exparte. Accordingly, in view of the unrebutted claim and exparte evidence led on record in support thereof, this bench feels no hesitation in accepting the prayer of complainant and hereby orders as follows; -

- a) The respondent shall offer possession of Flat bearing No.407 to the complainant within three months from the date of this order;



- b) The complainant shall take possession of the aforesaid flat within one month of receipt of the respondent's offer for possession of the flat;
- c) The respondent is liable to pay interest on the amount paid by the complainant for delay in delivery of possession at the rate prescribed under the Act read with Rule 16 of the Rules.



**(Arunvir Vashista),  
Member, RERA, Punjab**