

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

Complaint No. RERA/ GC No.0075 of 2023

Date of filing: 22.03.2023

Dated of Decision: **18.11.2025**

Rajwant Kaur wife of Harjit Singh Padda, resident of # 845, HIG Flats, Phase-II, SAS Nagar (Mohali).

...Complainant

Versus

1. M/s Bajwa Developers Limited, SCO 17-18, Sunny Enclave, Desu Majra, Kharar, SAS Nagar (Mohali), Punjab
2. Jarnail Singh Bajwa, SCO 17-18, Sunny Enclave, Desu Majra, Kharar, SAS Nagar (Mohali), Punjab.
3. Baldev Singh, resident of village Hiyatpur, Tehsil Samrala, District Ludhiana, Punjab

... Respondents

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

Present: Mr. Shubam Aggarwal, Advocate representative for the complainant
Respondents exparte

ORDER

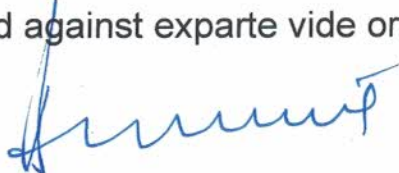
The present complaint has been filed under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act"), read with Rule 37 of the Punjab State Real Estate (Regulation and Development) Rules 2017 (hereinafter referred to as the Rules) against the respondents.

2. The complainant in her complaint dated 22.03.2023, has inter alia claimed/ alleged that she booked a 250 square yards plot in the respondent's project at Sector 125, Sunny Enclave, SAS Nagar Mohali in the year 2005. Sale deed no. 3246 dated 26.10.2006 was also



executed and registered in the name of the complainant in respect of plot No.148E/4713. It was further alleged by the complainant that when in the year 2011, she desired to make construction over the abovesaid plot, she was shocked to know that her plot had already been sold by the respondents to a third party. On being inquired by the complainant, respondent admitted his fault and allotted another plot No.2448 of 290 square yards to the complainant in the same project in lieu of her earlier allotted plot no.148E/4713. The respondent company also issued No Due Certificate dated 17.09.2013 in respect of the new plot no.2448, in the name of the complainant and fresh Sale Deed No.3814 dated 25.09.2013 was executed and registered by the respondent in favour of the complainant. Subsequently mutation of the same was duly entered in the revenue record. The complainant had already made full and final payment of Rs.24,73,500/-. It was then submitted that the project remained incomplete till 2021 and was not having even basic amenities. On inquiries being made by the complainant from the office of GMADA, she was shocked to know that plot no.2448 did not exist in the layout plan of the project regarding which complaint was also made against the respondent before the police authorities, which was pending investigation. It was alleged by the complainant that despite making full payment of the plot, she was not given the possession of plot no.2448. Hence, the present complaint.

3. Upon notice of the complaint, respondents appeared through counsel Mr. Vipul Monga but did not file any reply and consequently, when none appeared on behalf of the respondents, they were proceeded against exparte vide order dated 11.07.2025.

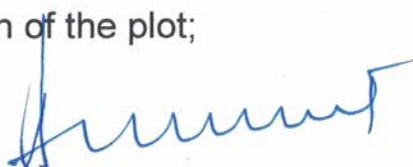


4. In order to prove her case, complainant relied upon certain documents i.e. sale deed no.3246 dated 26.10.2006 (Annexure-A), Account State dated 26.10.2006 (Annexure-B), Agreement to sell dated 18.01.2011 (Annexure-C), Receipts of payments (Annexures-D & E), No Due Certificate dated 17.09.2013 (Annexure-F), Sale Deed No.3814 dated 25.09.2014 (Annexure-G), Jamabandi for the year 2014-15 (Annexure-H), Bank Account statement of complainant (Annexure-I) and complaint to SSP Mohali (Annexure-J).

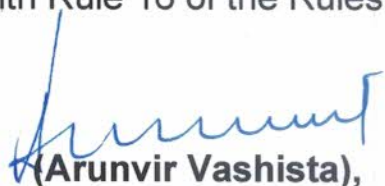
5. This authority has heard the arguments of the complainants and has also gone through the documents produced on record.

6. The case of complainant and the claim made therein including the documents produced on record in support thereof remained unrebutted as respondents chose not to appear despite their service and they were 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 exparte and hereby orders as follows; -

- a) The respondents shall offer possession of plot measuring 291 sq. yd. in Sector 123, Sunny Enclave (139 Acres), SAS Nagar, Mohali, with all the promised amenities as per the Sale deed to the complainant within three months from the date of this order;
- b) The complainant shall take possession of the aforesaid plot within one month of receipt of the respondent's offer for possession of the plot;



c) The respondents are 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