

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

Complaint No. RERA/ GC No.0132 of 2023

Date of filing: 25.04.2023

Dated of Decision: **23.12.2025**

Ninu Gupta resident of # 242, Sector 7, Panchkula, Haryana, Pin Code 134108

... Complainant

Versus

M/s Sunny Lovely Developers, SCO 49, First Floor, SAS Nagar (Mohali), Punjab, Pin Code 160062.

... Respondent

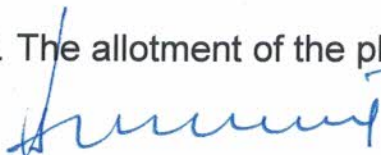
Complaint under Section 31 of the Real Estate (Regulation and Development) Act 2016.

Present: Mr. Mohd. Sartaj Khan, Advocate representative for the complainant
Respondent 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 respondent.

2. The complainant in her complaint, has inter alia claimed/ alleged that she booked a 500 square yards plot in the respondent's project "Industrial Park" situated at village Dhurali and Dehri, Sector 102-A, SAS Nagar Mohali in the year 2018 and made a total payment of Rs.38,75,000/- (60% approx.) out of the total cost of the industrial plot of Rs.62,50,000. The allotment of the plot was to be issued within



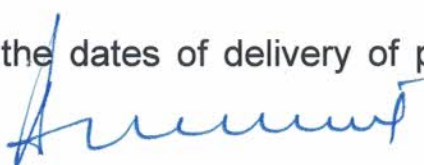
3 months from the date of booking i.e. 23.10.2018 but the same was delayed by the respondent on one pretext or the other. The complainant was ready to pay the balance amount provided the respondent company executes the buyer's agreement and delivers the possession of the plot after obtaining/ OC/ CC from the competent authority. Hence, the present complaint.

3. Upon notice of the complaint, respondent appeared through counsel Mr. Vipul Monga but did not file any reply and consequently, when none appeared on behalf of the respondent, he was proceeded against exparte vide order dated 23.05.2025.

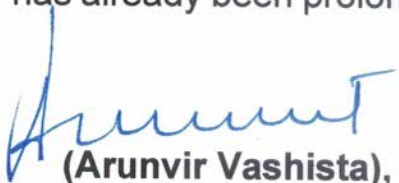
4. In order to prove her case, complainant relied upon certain documents i.e. payment receipts (Annexure-C1), RERA Regd. Certificate (Annexure-C2), Letter dated 02.11.2019 (Annexure-C3), Demand Letter dated 21.01.2020 (Annexures-C4) and permission for CLU dated 29.01.2019 (Annexure-C5).

5. This authority has heard the arguments of the complainant 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 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 exparte and hereby directs the respondent to first execute the buyer's agreement within two months from today in accordance with the rules and regulations framed under the Act in a prescribed form mentioning the dates of delivery of possession as well as the



payment schedule of the balance sale consideration apart from the date of executing conveyance deed and such dates may not be fixed later than a year from today as the matter has already been prolonged.


(Arunvir Vashista),
Member, RERA, Punjab

Ninu Gupta


Vs M/s Sunny Lovely Developers

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Present: Mr. Mohd. Sartaj Khan, Advocate representative for the complainant
Respondent exparte

Vide my separate order of date, the complaint has been allowed. File be consigned to record room after necessary compliance as per rules.


(Arunvir Vashista)
Member, RERA, Punjab.