

**BEFORE SH. BINOD KUMAR SINGH, MEMBER
THE REAL ESTATE REGULATORY AUTHORITY, PUNJAB
AT CHANDIGARH**

1.

Complaint No.0272 of 2023
Date of Institution :07.08.2023
Date of Decision: 27.10.2025

Jasleen Kaur, House No. 2118, Sector 38 C, Chandigarh, PIN Code 160014

.... Complainant

Versus

1. Bajwa Developers Private Limited, SCO 17-18, Sunny Enclave, Desumajra, Kharar, Sahibzada Ajit Singh Nagar (Mohali), Punjab, PIN Code 140301
2. Deepak Sharma, House No. 254, Sector 41 A, Chandigarh, PIN Code 160036

.... Respondents

2.

Complaint No.0282 of 2023
Date of Institution : 13.08.2023
Date of Decision: 27.10.2025

Jasleen Kaur, House No. 2118, Sector 38 C, Chandigarh, PIN Code 160014

.... Complainant

Versus

1. Bajwa Developers Private Limited, SCO 17-18, Sunny Enclave, Desumajra, Kharar, Sahibzada Ajit Singh Nagar (Mohali), Punjab, PIN Code 140301
2. Deepak Sharma, House No. 254, Sector 41 A, Chandigarh, PIN Code 160036

.... Respondents

3.

Complaint No.0289 of 2023
Date of Institution :17.08.2023
Date of Decision: 27.10.2025

Jasleen Kaur, House No. 2118, Sector 38 C, Chandigarh, PIN Code 160014

.... Complainant

Versus

1. Bajwa Developers Private Limited, SCO 17-18, Sunny Enclave, Desumajra, Kharar, Sahibzada Ajit Singh Nagar (Mohali), Punjab, PIN Code 140301
2. Deepak Sharma, House No. 254, Sector 41 A, Chandigarh, PIN Code 160036

.... Respondents

4.

Complaint No.0290 of 2023
Date of Institution : 17.08.2023
Date of Decision: 27.10.2025

Jasleen Kaur, House No. 2118, Sector 38 C, Chandigarh, PIN Code 160014

.... Complainant

Versus

1. Bajwa Developers Private Limited, SCO 17-18, Sunny Enclave, Desumajra, Kharar, Sahibzada Ajit Singh Nagar (Mohali), Punjab, PIN Code 140301
2. Deepak Sharma, House No. 254, Sector 41 A, Chandigarh, PIN Code 160036

.... Respondents

Complaints in Form 'M' under Section 31 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the Act of 2016) read with Rule 36(1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the Rules of 2017).

(Registration Number PBRERA-SAS80-PR0580)

Present: Ms. Mehak Sood, Advocate for complainant
Respondent proceeded against exparte vide order dated 09.10.2025

ORDER

All the above 4 complaints are being decided by a common order since similar facts are involved in each of these. The difference in all these complaints is only the Plot Number. But the relief sought by complainant is same in all these 4 complaints i.e to deliver possession of the respective subsequent allotted Plot to the complainant.

2. A copy of the order be placed on each file.
3. The brief history of each complaint is as under:-

GC No.0272 of 2023

4. It is submitted by the complainant that

4.1 She had purchased land measuring 2 Kanals 8 Marlas from respondents in Village Fatehullapur, Tehsil Kharar, District SAS Nagar, Mohali, Punjab, vide Sale deed dated 25.01.2017 **(Annexure A-1)**.

4.2 It is submitted that out of the above said land, possession of only 600 sq. yards land was handed over to the complainant by the respondents and possession of remaining 600 sq. yards land was yet to be delivered by the respondents to the complainant.

4.3 Thereafter, in lieu of remaining 600 sq. yards land, 3 plots bearing No. 1857, 1858 and 1859, measuring 141 sq. yards each were allotted by the respondents to the complainant on 03.09.2017 along with 'No Dues Certificate' for these three plots **(Annexure A-2, Annexure A-3, and Annexure A-4)**. However, possession of these three plots was not handed over to the complainant.

4.4 It is further averred that instead of handing over possession of three plots, the respondents further allotted four new plots bearing Nos.1883, 1884, 1885 and 1886 measuring 105 sq. yards each to the complainant on 25.12.2020 and also issued 'No Dues Certificates' **(Annexure A-5, Annexure A-6, Annexure A-7 and Annexure A-8)**. However, respondent No.1 again did not deliver possession of these four plots to the complainant. Since 2017, the complainant is requesting the respondents to deliver possession of plots allotted to her.

4.5 It is further submitted that thereafter an offer was made by the respondents, and the complainant was having no other

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option left, but to enter into Exchange Deed on 13.09.2021 (**Annexure A-9**) with regard to balance 600 sq. yards land with respondent No.1 through respondent No.2-GPA holder Mr. Deepak Sharma, vide which the complainant was allotted only 14 marlas of land by way of 4 plots of 105 sq. yards each again by respondent No.1. As per Clause 4 of the Exchange Deed dated 13.09.2021 the complainant had become owner of Plot No. 1924 (GC No.0272 of 2023). Respondent no.1 had also issued 'No Dues Certificate' bearing Ref NDC/BDL/NDC/4013, dated 06.11.2021 (**Annexure A-10**) regarding Plot no.1924 in Sunny Enclave, Sector 123, Village Jandpur, Hadbast No. 28, Tehsil Kharar, District SAS Nagar, Mohali, measuring 105 sq. yds. each and admitted full and final payment of Rs.7,50,000 for this Plot No.1924 (Rs.30,00,000 in total for four plots). However, till date, possession of this Plot No.1924 has not been handed over to the complainant by respondent No.1. The complainant having been entitled to 600 sq. yards of land, agreed to accept 420 sq. yards only by way of 4 plots each measuring 105 sq. yards.

- 4.6 It is the prayer of the complainant that the respondents be directed to handover possession of Plot No.1924 in Sunny Enclave, Sector 123, Village Jandpur, Hadbast No. 28, Tehsil Kharar, District SAS Nagar, Mohali to her.

GC No.0282 of 2023

5. It is noteworthy that all the facts of this complaint are similar to the facts of GC No.0272 of 2023, so the same are not being repeated here for the sake of brevity. Only the Plot Number in this

complaint is different i.e here in this complaint the Plot Number is 1925.

5.1 It is the prayer of the complainant that respondents be directed to handover possession of Plot No.1925 in Sunny Enclave, Sector 123, Village Jandpur, Hadbast No. 28, Tehsil Kharar, District SAS Nagar, Mohali to her.

GC No.0289 of 2023

6. It is noteworthy that all the facts of this complaint are similar to the facts of GC No.0272 of 2023, so the same are not being repeated here for the sake of brevity. Only the Plot Number in this complaint is different i.e here in this complaint the Plot Number is 1928.

6.1 It is the prayer of the complainant that respondents be directed to handover possession of Plot No.1928 in Sunny Enclave, Sector 123, Village Jandpur, Hadbast No. 28, Tehsil Kharar, District SAS Nagar, Mohali to her.

GC No.0290 of 2023

7. It is noteworthy that all the facts of this complaint are similar to the facts of GC No.0272 of 2023, so the same are not being repeated here for the sake of brevity. Only the Plot Number in this complaint is different i.e here in this complaint the Plot Number is 1929.

7.1 It is the prayer of the complainant that respondents be directed to handover possession of Plot No.1929 in Sunny Enclave, Sector 123, Village Jandpur, Hadbast No. 28, Tehsil Kharar, District SAS Nagar, Mohali to her.

8. Notice of all these complaints was issued to the respondents. Shri Vipul Monga, Advocate appeared on behalf of respondent no.1 and submitted his similar reply dated 17.11.2023 in all the complaints which is summarized below:-

8.1 While stating that the instant complaint is a complete abuse of the process of law and the complainant has not approached this Authority with clean hands, and she had taken possession of the alleged unit, it is admitted that Sale Deed of land measuring 2 Kanals 8 Marlas was executed in favour of the complainant on 25.01.2017 by respondent no.1 and possession of the land had already been delivered to her.

8.2 It is further submitted that on her request, land measuring 600 sq. yards was exchanged vide Exchange Deed dated 13.09.2021 and Plots No.1924, 1925, 1928 and 1929 were allotted to the complainant.

8.3 As per these deeds i.e Sale deed and Exchange Deed, the complainant had become owner of plots and possession thereof had been handed over to her for using it as per her own facilitation. It is contended that the claim of the complainant is not maintainable and is to be rejected. It is further alleged that principle of *Caveat Emptor* applied upon the complainant.

8.4 It is further submitted that there is no violation of any Sections 12, 13, 14, 17 and 18 of the Act of 2016.

8.5 It is averred that earlier a similar complaint titled "*Neetika Shardha Vs Bajwa Developers*" was filed before this Authority by another complainant which was dismissed by this Authority with the following findings:-

- i. The complainant booked a flat of 600 sq. ft for the total sale consideration of Rs.9,80,000/-;
- ii. No Agreement to Sell was executed;
- iii. The respondent executed a conveyance deed in favour of the complainant after the complainant made full and final payment, including service tax and maintenance charges;
- iv. The complainant did not make any written communication with the respondent, subsequent to full and final payment and execution of conveyance deed, in regard to any deficiencies or non-completion of the flat'
- v. The complainant did not raise any objection to non-receipt of Completion certificate /Occupancy Certificate at the time of execution of conveyance deed; and
- vi. Having made all the payments, obtaining NDC and execution of conveyance deed no cause of relief u/S 18(1) of the Act is made out at this stage.

(Copy of order attached as Annexure R-1).

9. It is noted that notice issued to respondent no.2/Deepak Sharma twice but has been received back with the remark '*no such person*' as per report of the postal authorities. Further, despite asking no alternate address of respondent no.2 has been provided by the complainant. It is noteworthy that even otherwise, respondent no.2 acted as GPA holder of respondent no.1 who executed Exchange Deed only on 13.09.2021 in favour of the complainant.

10. Counsel for the complainant filed rejoinder controverting the contents of the reply dated 17.11.2023 submitted by respondent no.1 and reiterated the contents of the complaint. However, the complainant

averred that out of 2 Kanals and 8 Marlas, complainant was handed over possession of only 600 sq. yards by respondent no.1 i.e 20 Marlas and remaining 28 Marlas is yet to be delivered to the complainant. It is further averred that in lieu of 28 Marlas, respondent no.1 allotted 3 plots measuring 141 sq. yards each to the complainant but possession thereof was not given to her. It is further alleged that after persistent demand, respondent again allotted four plots on 25.12.2020 in lieu of remaining 28 Marlas, measuring 105 sq. yards each and again failed to deliver possession thereof. It is further alleged that complainant was forced to enter into an Exchange Deed on 13.09.2021 by respondent no.1 whereby only 14 Marlas, out of 28 Marlas, for 4 plots measuring 105 sq. yards was allotted by respondent no.1 in Sector 123, Village Jandpur, Hadbast No. 28, Tehsil Kharar, District SAS Nagar, Mohali. Possession of these plots has also not been delivered to the complainant till date. The Complainant regularly contacted respondent for delivery of possession of the plots. It is further reiterated that as per Clause 4 of the Exchange Deed dated 13.09.2021, complainant has become owner of Plots No.1924, 1925, 1928 and 1929 but no possession letter has been issued by respondent no.1.

11. It is noteworthy that Shri Vipul Monga, Advocate appearing for respondent no.1 after filing reply dated 17.11.2023 withdrew his Power of Attorney. Pursuant to the withdrawal of Power of Attorney by Shri Vipul Monga, Advocate, notice was issued to respondent no.1 on 25.04.2025 for its appearance on 12.06.2025. As per report of the Registry of this Authority, notice issued to respondent no.1 has been delivered on 13.05.2025. When the matter was taken up on 12.06.2025, none of the parties was present. Thereafter notice was again issued to respondent no.1 for appearance on 07.08.2025 granting last and final opportunity to respondent no.1 to argue the matter and thereafter on 07.08.2025 for

appearance on 09.10.2025. As per report of the Registry of this Authority notice issued to respondent no.1 was delivered on 20.08.2025. However, despite service of notice, there was no representation on behalf of respondent no.1 till date. Accordingly, respondent was proceeded against *ex parte* vide order dated 09.10.2025.

12. Since no one was present on behalf of respondents, the undersigned heard the arguments of Counsel for complainant.

13. It is argued on behalf of the complainant that she had purchased land measuring 2 Kanals 8 Marlas from respondents vide Sale deed dated 25.01.2017 and out of that land, possession of only 600 sq. yards land was handed over to the complainant. It is further argued that for the remaining 600 sq. yards land, 3 plots bearing Nos. 1857, 1858 and 1859, measuring 141 sq. yards each were allotted on 03.09.2017 along with 'No Dues Certificates', but without delivery of possession. Thereafter, the respondents allotted four new plots bearing Nos.1883, 1884, 1885 and 1886 measuring 105 sq. yards each on 25.12.2020 along with 'No Dues Certificates' but again without possession. It is further argued that Exchange Deed with regard to balance 600 sq. yards land with respondent No.1 through respondent No.2-GPA holder Mr. Deepak Sharma was entered into between the complainant and respondent no.1 on 13.09.2021 vide which only 14 marlas of land by way of 4 plots of 105 sq. yards each was allotted by respondent No.1 to the complainant and it also issued 'No Dues Certificate' bearing Ref NDC/BDL/NDC/4013, dated 06.11.2021 regarding Plots no. 1924, 1925, 1928 and 1929 in Sunny Enclave, Sector 123, Village Jandpur, Hadbast No. 28, Tehsil Kharar, District SAS Nagar, Mohali, measuring 105 sq. yds. each admitting full and final payment of Rs.7,50,000 for this Plot No.1924 (Rs.30,00,000 in total for four plots). It is further argued that till date, possession of Plot No.1924 has not been handed over to the complainant.

To corroborate her arguments, counsel for complainant relied upon Annexures A-1 to A-11. It is the prayer of the complainant to issue a direction to respondent no.1 to handover possession of Plot No.1924.

14. Counsel for complainant further argued for the remaining three complaints bearing GC No.0282 of 2023, GC No.0289 of 2023 and GC No.0290 of 2023 on the similar lines as noted above, but added that Plot Number of these complaints are Plot No.1925, Plot No.1928 and Plot No.1929 respectively.

15. At the cost of repetition, it is stated that after filing of reply on behalf of respondent no.1, during the continuing proceedings of these complaints, Shri Vipul Monga, Advocate earlier appearing for respondent no.1 withdrew his Power of Attorney and thereafter despite service of notice upon respondent no.1 no one was present on its behalf. However, reply dated 17.11.2023 filed by respondent no.1 is being considered in all complaints in the absence of any arguments.

16. In the reply dated 17.11.2023 filed by respondent no.1, execution of Sale Deed on 25.01.2017 for the land measuring 2 Kanals and 8 Marlas has been admitted by it. It is also alleged that on the request of complainant out of the land, 600 sq. yards land was exchanged against Plots No.1924, 1925, 1928 and 1929 vide Exchange Deed on 13.09.2021. It has also been mentioned that as per both these deeds (Sale deed and Exchange Deed) the complainant had become owner of these plots and possession has been handed over to the complainant and she can use these plots.

17. The undersigned considered the pleadings of both the parties and also perused the record.

18. As per Clause 4 of the Exchange Deed dated 13.09.2021 (Annexure A-9) executed through respondent no.2/Shri Deepak Sharma as GPA Holder of respondent no.1, Plots no.1924, 1925, 1928 and 1929 in Sunny

Enclave, Sector 123, Village Jandpur, Hadbast No.28, Tehsil Kharar, District SAS Nagar, Mohali, were exchanged and allotted to the complainant in Khata No. 33/33, 34/34, 27/27, 213/226 Khasra No. 18//20/3/2(2-16.50), 21/1(4-4), 20/2/2(1-10), 21/2/1(0-9).

19. Further, as per Clause 2 of the Exchange Deed complainant has taken over the exchanged land. However, it is the consistent case of the complainant in her all complaints, rejoinder as well as during the course of arguments that she has not received possession of these four plots despite her various requests to respondents.

20. On the other hand, there was no one present on behalf of respondent no.1 to rebut these arguments. Even otherwise there is no evidence/documents submitted by respondent no.1 with his reply dated 17.11.2023 or otherwise placed on record showing that possession of Plots No.1924, 1925, 1928 and 1929 had been handed over to the complainant after the execution of Exchange Deed dated 13.09.2021.

21. It is also worth to mention here that a short reply dated 17.11.2023 has been filed by respondent no.1 but there is no rebuttal to the averments of the complainant mentioned in all the complaints about allotment of Plots No. 1857, 1858, and 1859 measuring 141 sq. yards each firstly on 03.09.2017; and thereafter Plots No.1883, 1884, 1885 and 1886 measuring 105 sq. yards each secondly on 25.12.2020. Only a No Dues Certificate (Annexure A-10) is available on record wherein there is a mention of these Plots No.1924, 1925, 1928 and 1929 measuring 105 sq. yards each and receipt of payment of Rs.30,00,000/- thereof including EDC Charges but without MC fees.

22. It is also noteworthy that respondent no.1 issued 'No Dues Certificate' on 06.11.2021 vide Ref No.NDC/BDL/NDC/4013 for all these Plots No. 1924, 1925, 1928 and 1929 of 105 sq. yards each acknowledging full and final payment of Rs.30,00,000/-. Respondent

no.1 and its team had been issuing "No Dues Certificates" on various dates for the allotment of all the above noted different plots of different sizes to the complainant from time to time and each certificate contained Clause no.3.

23. For the sake of convenience Clause 3 of the 'No Dues Certificate' dated 06.11.2021 reads as under:-

"3. In case any variation in the size of the plot is found at the time of demarcation/possession, customer will be liable to pay the cost of the additional area at the prevalent prices at that time."

24. Perusal of this Clause established that if any variation in the size of plot is found at the time of demarcation/possession, customer will be liable to pay cost of additional area. It appears that only this NDC containing Clause 3 was issued prior to delivery of possession i.e without demarcating these plots or possession thereof was given to the customer at the time of handing over the 'No due Certificate' on 06.11.2021 despite receiving Rs.30,00,000/- for all Plots No. 1924, 1925, 1928 and 1929 measuring 105 sq. yards each. It is also noteworthy that one of the signatories to this 'No dues Certificate' is 'Sales Officer', who has appended his signature on 18.11.21.

25. Further, in support of its case respondent no.1 has cited an order dated 09.05.2022 passed in GC No.0381 of 2021 titled "*Neetika Sharda Vs M/s Bajwa Developers Ltd.*" by this Authority. It is noted that the facts of this case are totally different from the facts of complaint relied upon by respondent no.1. It is also mentioned in the reply dated 17.11.2023 that possession of Plots No. 1924, 1925, 1928 and 1929 measuring 105 sq. yards each had been handed over to complainant, thus the claim raised by complainant is not maintainable.

26. It is a matter of record that respondent executed Sale Deed on 25.01.2017 for the land measuring 2 Kanals 8 Marlas (Annexure A1) and issued respective 'No Dues Certificates' for Plots No. 1857, 1858, and 1859 (Annexure A-2 to A-4) measuring 141 sq. yards each on 03.09.2017; thereafter for Plots No.1883, 1884, 1885 and 1886 ((Annexure A-5 to A-8) measuring 105 sq. yards each on 25.12.2020; and for Plots No.1924, 1925, 1928 and 1929 (Annexure A-10) measuring 105 sq. yards each on 13.09.2021 through Exchange Deed (Annexure A-9). It is worth to mention here that if possession of above plots i.e Plots No. 1857, 1858, and 1859; and Plots No.1883, 1884, 1885 and 1886 and also of Plots No.1924, 1925, 1928 and 1929 was given by respondent no.1 to the complainant, there was no occasion for respondent no.1 to allot these plots one and after the other and issue respective 'No Dues Certificate' time and again without cancelling earlier allotments of different sizes. Neither any such cancellation letter has been issued to the complainant, nor placed on record by respondent no.1. Further, there is no mention in the NDCs that in lieu of earlier plots i.e Plots No.1857 to 1859, Plots No. 1883 to 1886; and Plots No.1924, 1925, 1928 and 1929 were exchanged and so on. All these documents established that 'No Dues Certificates' was only mere a paper transaction created by respondent no.1 for the complainant, but without handing over possession of the plots. If respondent no.1 had already handed over possession of these subsequent plots, as allotted, there would be no occasion for the complainant to ask for possession of these plots time and again and for respondent no.1 to issue 'No Dues Certificate' for all these plots and thereafter drag herself unnecessarily into the present litigation with financial loss. It is also a matter of record that only 'No Dues Certificates' were issued but no allotment letters, cancellation letters for all plots were issued and there was no further Sale Deeds executed for

all these allotted/exchanged plots in favour of the complainant. Thus, these complaints are maintainable.

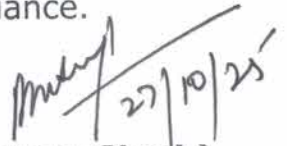
27. All the above discussions prove and leads to the conclusion that possession of Plots No.1924, 1925, 1928 and 1929, allotted vide Exchange Deed dated 13.09.2021, and also mentioned in the NDC dated 06.11.2021 had not been handed over till date to the complainant by respondent no.1 despite receiving the entire amount from the complainant. It is held that complainant is entitled for possession for Plots No.1924, 1925, 1928 and 1929 measuring 105 sq. yards each in Sector 123 (Gold City) in Sunny Enclave, Residential Township, Tehsil and District SAS Nagaar, Mohali, Punjab.

28. In the sequel of above discussion, all these complaints i.e. GC No.0272 of 2023 seeking possession of plot No.1924, measuring 105 sq. yards; GC No.0282 of 2023 seeking possession of plot No.1925, measuring 105 sq. yards; GC No.0289 of 2023 seeking possession of plot no.1928, measuring 105 sq. yards and GC No.0290 of 2023 seeking possession of plot No.1929, measuring 105 sq. yards are allowed in favour of the complainant and against respondents. Respondents are therefore directed to hand over possession of these four plots to the complainant within ninety days and also execute Sale deed of respective plot in her favour and submit a compliance report. Complainant shall have to pay all the expense towards execution of Sale deed of the respective plot.

29. It may be noteworthy that in case compliance report is not submitted by the respondents after the expiry of above stated period and further any failure to comply with or contravention of any order, or direction of Authority may attract penalty under Section 63 of this Act of 2016.

30. The complainant is also directed to submit a report to this Authority that possession of all the plots stated above has been delivered to her and also sale deed of respective plot has been executed in her favour.

31. File be consigned to the record room after due compliance.


(Binod Kumar Singh)
Member, RERA, Punjab

Rera, Punjab