



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. 0140/2023UR
2. Name & Address of the complainant (s)/ Allottee	Vatsala Singhal, H. No. 41, Industrial Area, Phase-1, Chandigarh – 160002.
3. Name & Address of the respondent (s)/ Promoter	M/s. Acme Builders Pvt. Ltd. SCO 2449-50, 1 st Floor, Sector 22-C, Chandigarh – 160002.
4. Date of filing of complaint	03.05.2023
5. Name of the Project	Acme Floors, TDI City-II, Sector 110 & 111, Mohali – Punjab
6. RERA Registration No.	Un-registered
7. Name of Counsel for the complainant, if any.	Ms. Manisha Maggu, Advocate for the complainant.
8. Name of Counsel for the respondents, if any.	Sh. Manoj Vashisht, Counsel for the respondent (joined through V.C.)
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	09.02.2026

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 complainant has approached this Authority seeking refund of the amount deposited by her in respect of residential floor unit No. 2066-GF in the project "Acme Floors" on the ground of alleged illegal cancellation and forfeiture by the respondent. It is not in dispute that the complainant booked the said unit in the year 2012, deposited an amount of ₹5,60,000/- out of Rs.28,75,625/- of Sale Consideration and thereafter entered into a Buyer's Agreement with the respondent on 12.02.2014. It is also an admitted position that the allotment of the unit was cancelled by the respondent vide letter dated 12.08.2015 and the deposited amount was forfeited in accordance with the terms of the agreement. The complainant has challenged the said cancellation and forfeiture primarily on the ground that the project was not registered under the Real Estate (Regulation and Development) Act, 2016 and that the cancellation was arbitrary.



2. At the outset, it is necessary to examine the sequence of events and the contractual framework governing the parties. The Buyer's Agreement between the complainant and the respondent was executed on 12.02.2014, much prior to the coming into force of the RERD Act, 2016. The rights and obligations of the parties, including the consequences of default and forfeiture, were therefore governed by the contractual terms agreed between them. The complainant has not disputed the existence of clauses in the agreement which entitled the respondent to cancel the allotment and forfeit the earnest money in case of default in payment by the allottee. It is also evident from the record that before proceeding with cancellation, the respondent issued demand letters and reminders dated 25.06.2015 and 24.07.2015 calling upon the complainant to clear the outstanding instalments as per the payment plan. Despite issuance of these reminders, the complainant neither made the payment nor furnished any response or objection to the respondent. Even during the proceedings before this Authority, the complainant has failed to place on record any contemporaneous reply, protest, or correspondence showing that she had disputed the demands or the reminders at the relevant time.

3. The cancellation of the allotment was effected on 12.08.2015, and thereafter the forfeiture of the deposited amount was communicated to the complainant vide letter dated 27.08.2015. Significantly, the complainant remained completely silent thereafter and did not initiate any legal proceedings, correspondence, or protest against the cancellation or forfeiture for a prolonged period. It is only in the year 2023, after a lapse of almost eight years from the date of cancellation, that the present complaint has been filed. The complainant has failed to furnish any explanation whatsoever for this prolonged and unexplained silence. The prolonged inaction on the part of the complainant leads to a reasonable inference that she had accepted the cancellation and forfeiture at the relevant time and has now sought to revive a stale claim by invoking the provisions of the RERD Act, 2016.

4. The complainant has filed her case under RERD Act, 2016 by alleging that the project was an ongoing project and was not registered with the



Authority. However, the respondent has placed on record the Occupancy Certificate dated 10.12.2015 issued by the Competent Authority. The respondent submitted that the respondent submitted that The issuance of the Occupancy Certificate establishes that the project had reached completion stage in the year 2015 itself. More importantly, the cancellation of the allotment was effected on 12.08.2015, i.e., prior to the issuance of the Occupancy Certificate and much prior to the enforcement of the RERD Act, 2016. Therefore, the cause of action relating to cancellation and forfeiture had already crystallised before the RERD Act, 2016 came into force. The respondent has vehemently stated that complainant cannot be permitted to retrospectively apply the provisions of the RERD Act, 2016 to undo contractual consequences which had already taken place prior to its enforcement.

5. This Bench, after careful consideration of the pleadings, documents and submissions of both the parties, holds that the Buyer's Agreement between the parties was executed on 12.02.2014, subsequently cancellation of the allotment was carried out on 12.08.2015 in accordance with the clauses of the Agreement after issuance of due demand notices and reminders. The complainant has failed to demonstrate that the forfeiture of the deposited amount was in violation of the agreed contractual terms or that the respondent acted in a manner contrary to the law applicable at the time of cancellation. On the contrary, the material available on record establishes that the respondent followed the due procedure contemplated under the Agreement before proceeding with cancellation of the allotment.

6. It is further observed that the complainant has not been able to rebut the respondent's categorical assertion that she defaulted in making payments and did not adhere to the agreed payment schedule. No documentary evidence has been produced to show that the complainant was ready and willing to perform her part of the contract or that the demands raised by the respondent were arbitrary or unjustified. The complainant has also failed to place on record any contemporaneous correspondence, reply, or protest to the demand notices and reminders issued by the respondent. Mere allegations regarding non-



commencement of construction, raised for the first time after several years, without any supporting evidence or timely objection, cannot be accepted, particularly when the complainant remained silent for nearly eight years after the cancellation of the allotment.

7. With specific regard to Clause 10 of the Buyer's Agreement, it is evident that the complainant was contractually bound to make payments strictly in accordance with the agreed payment schedule and that upon default in making payments beyond the stipulated period, the respondent was well within its rights to cancel the allotment and forfeit 20% of the basic sale price of the unit. The complainant has neither denied the existence nor challenged the validity of Clause 10. The amount forfeited by the promoter does not exceed the amount 20% of the basic price.

8. From the material available on record, it is evident that the complainant had paid only about 20% of the total sale consideration in **September, 2012** and thereafter failed to make any further payments as per the agreed payment plan. No material has been placed on record to show that after making the initial payment, the complainant ever addressed any correspondence, reminder, protest or query to the respondent regarding the status of construction, demand schedule, or any alleged deficiency on the part of the respondent. The complainant remained completely silent for several years after making 20% of the payment and did not take any steps to assert her alleged rights or seek clarification, which clearly indicates acquiescence to the contractual position prevailing at the relevant time. The possession of a residential unit cannot reasonably be contemplated or expected upon payment of merely 20% of the total sale consideration. A promoter cannot be expected to hand over possession without the allottee fulfilling her corresponding financial obligations under the Agreement. On the contrary, the respondent has been able to place on record copies of demand letters issued to the complainant, calling upon her to clear the outstanding instalments strictly in terms of the Buyer's Agreement. Despite receipt of such demand notices, the complainant neither made the requisite payments nor raised any objection thereto. The continued default in payment,



coupled with prolonged and unexplained silence, clearly establishes that the complainant was neither ready nor willing to perform her part of the contract. For ready reference, the reminders issued by the promoter followed by its cancellation letter is attached herewith:-

Reminder 1
REMBANGKUNCI

Customer ID: AC 0288
MC CAPITALS SINGAP
NO 41/INDONESIA AREA PHASE 1
Changkat 017
Contact: 98190955

21.07.23

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Dear Madam/Sir

This is with reference to your Advance Registration and Application Form for offer of allotment of residential building floor No. 2066-GF in our Project 'ACME FLOORS' IN THE CITY - II SECTOR-116B (II) MOHALLI PUNJAB. While submitting the said advance registration application out of the payment plan provided you preferred to choose the CLP.

Particulars	Unit (%)	Rate/Unit (Rs.)	Service Tax(%)	Total Amount(Rs.)
Registration amount	Basic Price (20%)	50000	17.50%	57750
On commencement of construction	Basic Price (30%)	25000	8.25%	26875
On commencement of construction	STC (25%)	18,900		18,900
On completion of foundation work	Basic Price (15%)	20000	6.00%	21000
On completion of foundation work	STC (15%)	15,300		15,300
On casting of 01 roof slab	Basic Price (10%)	20000	6.00%	21000
On casting of 01 roof slab	STC (10%)	15,300		15,300
On casting of 02 roof slab	Basic Price (10%)	20000	6.00%	21000
On casting of 02 roof slab	STC (10%)	15,300		15,300
On completion of brickwork and internal plastering	Basic Price (9%)	20000	4.05%	21405
Total Amount		175600	7.10%	204620
Total Received		50000	0	50000
Total amount Payable		125600	7.10%	133620

You are requested to make the payment of above said amount within 15 days from the date of demand.

We are looking forward to a fruitful association with you. For any queries feel free to contact us.

Thanking you

Yours Sincerely

For Acme Builders (P) Ltd.

(Signature)
Authorized Signatory

Note:

- All payments should be made in favor of "Acme Builders (P) Ltd." payable at Chennai.
- Delay in payments attract interest @ 21% p.a. quarterly compounded for the period delay.
- Please mention your full property details name & phone no. on the reverse of Cheque/Demand Draft.
- Service Tax No. AACAN09020001

9P SECTOR 22 PG CHENNAI
 EP3542671111N
 Counter No.1, 9P-Codes:ST
 T-049591A,
 OR, PONDICHERRY
 F/PO BOX BUILDERS, CD
 605036,
 Tel: 044-26496202, 0942
 Email: info@acmebuilders.com

Reminder 2

Customer ID: AC 0288
MC CAPITALS SINGAP
NO 41/INDONESIA AREA PHASE 1
Changkat 017
Contact: 98190955

21.07.23

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Annexure R-4

Dear Madam/Sir

This is with reference to your Advance Registration and Application Form for offer of allotment of residential building floor No. 2066-GF in our Project 'ACME FLOORS' IN THE CITY - II SECTOR-116B (II) MOHALLI PUNJAB. While submitting the said advance registration application out of the payment plan provided you preferred to choose the CLP.

Particulars	Unit (%)	Rate/Unit (Rs.)	Service Tax(%)	Total Amount(Rs.)	Due Date	Interest
Registration amount	Basic Price (20%)	50000	17.50%	57750		
On commencement of construction	Basic Price (30%)	25000	8.25%	26875	15.08.23	2714
On commencement of construction	STC (25%)	18,900		18,900	15.08.23	2714
On completion of foundation work	Basic Price (15%)	20000	6.00%	21000	15.08.23	2714
On completion of foundation work	STC (15%)	15,300		15,300	15.08.23	2714
On casting of 01 roof slab	Basic Price (10%)	20000	6.00%	21000	15.08.23	2714
On casting of 01 roof slab	STC (10%)	15,300		15,300	15.08.23	2714
On casting of 02 roof slab	Basic Price (10%)	20000	6.00%	21000	15.08.23	2714
On casting of 02 roof slab	STC (10%)	15,300		15,300	15.08.23	2714
On completion of brickwork and internal plastering	Basic Price (9%)	20000	4.05%	21405	15.08.23	2714
On completion of structural certification	Basic Price (5%)	10000	1.65%	10650	01 Aug 23	1398
Total Amount		205600	7.10%	219720		12248
Total Received		50000	0	50000		0
Total amount Payable		155600	7.10%	167720		12248

Net amount payable is Rs. 1,64,572/-

You are requested to make the payment of above said amount within 15 days from the date of demand.

We are looking forward to a fruitful association with you. For any queries feel free to contact us.

Thanking you

Yours Sincerely

For Acme Builders (P) Ltd.

(Signature)
Authorized Signatory

Note:

- All payments should be made in favor of "Acme Builders (P) Ltd." payable at Chennai.
- Delay in payments attract interest @ 21% p.a. quarterly compounded for the period delay.
- Please mention your full property details name & phone no. on the reverse of Cheque/Demand Draft.
- Service Tax No. AACAN09020001

9P SECTOR 22 PG CHENNAI
 EP3542671111N
 Counter No.1, 9P-Codes:ST
 T-049591A,
 OR, PONDICHERRY
 F/PO BOX BUILDERS, CD
 605036,
 Tel: 044-26496202, 0942
 Email: info@acmebuilders.com



ACME BUILDERS
Building the Future

Acme Builders Pvt. Ltd.
Building the Future
CIN - U70109CH2010PTC032575

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Annesum R-5
Dated: 12 Aug 2015

Registered Post/A.D.

Ref. No.: AF-0280

To,
MS. VATSALA SINGHAL,
H.NO-41, INDUSTRIAL AREA, PHASE-1
Chandigarh, U.T
9815000533

Ref: Cancellation letter for allotment of Flat No. 2066-GF in our project "ACME FLOORS" situated at TDI City-II, SAS nagar, Mohali and Punjab.

Dear Sir/Madam,

This is with reference to your Application form/ Buyer Agreement of Residential Floor No. 2066-GF in our Project "ACME FLOORS" situated at TDI City-II, SAS nagar, Mohali and Punjab.

You were under an obligation to make timely payment of installments strictly in accordance with the schedule of payments agreed by you, inspite of various reminders against your unit No. 2066-GF you neglected in making the payment of the installments as demanded.

We write to inform you that in the previous letters, there was a clear stipulation that delay in payments of the amount will lead to cancellation of your unit and you shall not be entitled to claim any right, title or interest in the said floor and amount shall be forfeited.

We regret to inform you that now we are left with no alternative but to cancel the said unit. The booking of above floor now stands cancelled. Henceforth, you ceases to have any right, title or interest in the said floor.

You are requested to surrender the original receipts issued to you.

You shall be liable for all the costs and consequences pertaining to the said cancellation.

Thanking you,

For Acme Builders (P) Ltd.
[Signature]
Authorized Signatory

SP-IND SECTOR 22 IND CHANDIGARH (160022)
L-1234, 25, 32, 62, 114
Counter No:1, SP-Codes:12
For VATSALA SINGHAL,
CHANDIGARH, PIN: 160017

From: A,
M: 209999,
A: 229, 00, 12/08/2015, 14003
Taxes: 4.00% Trade: 00 www.institutetax.com

www.acmebuilders.in

800 : 2649-80, 1st Floor, Sector 22-C, Chandigarh 160 022
Tel: +91 172 4880000, 4880000, 4880000
Fax: +91 172 4828888, contact@acmebuilders.in

For ACME BUILDERS PVT. LTD.
[Signature]
Auth. Signatory

9. The record clearly shows that prior to cancellation, the respondent issued demand letters and reminders to the complainant, affording her sufficient opportunity to comply with the payment obligations. However, the complainant neither made the requisite payments nor responded to the communications issued by the respondent. Consequently, the respondent cancelled the allotment and forfeited the amount strictly in terms of Clause 10 of the Agreement. For ready reference, Clause 10 of the Agreement is attached as under:-

10. After signing of this agreement, installments due towards payment of the Flat shall be made at intervals as per the payment scheduled allotted by the Allottee. If payments are delayed by two months from the due date or in event of breach of any terms and conditions by the Allottee, of this allotment, the company at its discretion shall cancel the allotment and in that event 20% of the basic sale price of the Flat shall be forfeited along with the interest payable as aforesaid and the balance amount if any shall be refunded without interest.



10. This Authority also takes note of the fact that the allotment was cancelled on 12.08.2015 and the Occupancy Certificate for the project was issued on 10.12.2015, both events having occurred much prior to the enforcement of the RERD Act, 2016. The cancellation is as per the Clause 10 of the Agreement and is not more than 20% of basic sale price. The cause of action relating to cancellation and forfeiture had therefore attained finality before the enactment of the RERD Act, 2016. The complainant's prolonged and unexplained silence from August 2015 till the filing of the present complaint in the year 2023 clearly disentitles her from seeking relief at this belated stage. The provisions of the RERD Act, 2016 cannot be applied retrospectively to reopen concluded contractual actions or revive stale and time-barred claims.

11. In view of the foregoing discussion, this Authority is of the considered opinion that the cancellation of the allotment dated 12.08.2015 and the forfeiture of the amount deposited by the complainant were effected strictly in accordance with the terms of the Buyer's Agreement and the law applicable at the relevant time. The complainant has failed to establish any illegality, arbitrariness or deficiency on the part of the respondent. Accordingly, the complaint is dismissed being devoid of merits. No order as to costs. File be consigned to record room.

Chandigarh
Dated: 09.02.2026




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

Endst. No./CP/RERA/PB/PA/Sec.31/270

Dated:-09/02/26

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

1. Vatsala Singhal, H. No. 41, Industrial Area, Phase-1, Chandigarh – 160002.
2. M/s. Acme Builders Pvt. Ltd., SCO 2449-50, 1st Floor, Sector 22-C, Chandigarh – 160002.
3. The Complaint File.
4. The Master File.


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