

**BEFORE SHRI BINOD KUMAR SINGH, MEMBER  
REAL ESTATE REGULATORY AUTHORITY, PUNJAB**

Complaint GC No.0361 of 2025  
Date of Institution: 06.09.2025  
Date of Decision: 24.04.2026

Ashok Dhingra, House Number 1561, Sector 16 Faridabad, Haryana-  
121002

.... Complainant

Versus

Central Government Employees Housing Organisation (CGEWHO), 9th  
floor, "B" wing, Janpath Bhawan, Janpath, Central Delhi- 110001

.... Respondent

Present: Shri Ashok Dhingra, Complainant in person

Shri Ravinder Arora, Advocate for the respondent.

Order u/s. 31 read with Section 40(1) of Real Estate  
(Regulation & Development) Act, 2016 read with Rules 16,  
24 and 36 of Pb. State Real Estate (Regulation &  
Development) Rules, 2017.

**ORDER**

This complaint 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) was instituted on 06.09.2025 by complainant as individual against respondent seeking following reliefs:

- 1.1 Notice dated 22.08.2025 proposing to cancel allotment and to forfeit the booking amount may be quashed as it is in contravention of section 11(5) of the RERA Act, 2016 read with term 20 of form Q prescribed vide notification dated 26.08.2022.
- 1.2 Demand of Rs.35,91,599/- raised vide letter dated 11.08.2025 and amended demand of Rs.35,91,597/- raised vide letter dated 22.08.2025

may be set aside as these have been made in contravention of section 13(1) of the RERA Act, 2016,

- 1.3 Authority may hold and declare that the allotment letter dated 11.03.2025 is not a valid document as the same has been issued in contravention of section 11(3)(b) and section 13(2) of the RERA Act, 2016. Allotment letter dated 11.03.2025 therefore may be quashed with all consequential reliefs to the complainant. Respondent may be directed to issue a fresh allotment letter after complying with the provisions of section 11(3)(b) of the RERA Act, 2016 and section 13(2) of RERA Act, 2016.
- 1.4 Authority may direct the respondent to comply with notification dated 26.08.2022 as well as the first condition mentioned in the certificate of project registration dated 10.02.2025 issued by RERA, Punjab with specific directions to adopt form 'Q' and prepare an agreement for sale in respect of dwelling unit allotted to the complainant and get it registered.
- 1.5 Authority may give a finding that respondent has violated section 13(1) of the RERA Act, 2016 by demanding and accepting an amount of Rs. 2.00 paid by the complainant on 26.08.2025
2. The brief facts of the complaint as submitted by complainants are summarized below: -
  - 2.1 Respondent namely "the central government employees welfare housing organization' ("CGEWHO") announced SAS Nagar housing scheme at Sector 79 Sahibzada Ajit Singh Nagar (Mohali), Punjab, in November 2024 after getting registered with RERA, Punjab vide registration number PBRERA-SAS81-PR1094. Further, the respondent submitted a declaration dated 04.10.2024 stated that he will adopt the format of

'agreement to sale' as specified in "the Punjab State Real Estate amended rules," as per Form "Q".

- 2.2 The allotment of dwelling units to eligible applicants was made by the respondent through draw of lots conducted on 24.02.2025 and 25.02.2025. Complainant was declared successful for allotment of type D (penthouse duplex) dwelling unit number 1401, having carpet area of 2400 Sq Ft with car parking number BP-7.
- 2.3 Respondent issued allotment letter dated 11.03.2025 to the complainant which was collected by the complainant from the office of respondent on 21.04.2025. Allotment letter dated 11.03.2025 issued by the respondent to the complainant without supplying such information which ought to have been provided by the respondent to the complainant at the time of booking and at the time of allotment under various provisions of the RERA Act and Rules. Allotment letter dated 11.03.2025 is also a call up notice for payment of 10% of the total cost of the dwelling unit minus the partial booking amount. Total cost of the dwelling unit mentioned is Rs.2,28,03,795/- plus GST.
- 2.4 Para 4(i) of the allotment letter states that the beneficiary shall execute agreement for sale after paying 10% of the total sale consideration of the dwelling unit and the payment schedule for making stage wise payments to the respondent. Further, payment schedule given in the allotment letter was revised by the respondent through corrigendum dated 21.03.2025. A copy of the corrigendum dated 21.03.2025 issued by the respondent containing the revised payment schedule also referred to as "Schedule C" is attached as annexure-7 with the complaint.
- 2.5 An amount of Rs.21,54,398/- was paid by complainant on 26.07.2025 to complete the payment of 10% of total cost including GST. Para 6 of the allotment letter states that the beneficiary (complainant) will have to sign the agreement for sale with all the required schedules and

the same has to be registered before the district sub registrar within the stipulated period of 45 days from the date of issue of allotment letter. Last date for execution of agreement for sale has been extended up to 16.05.2025 and 23.05.2025 vide notice dated 21.04.2025 and 14.05.2025 respectively.

2.6 As per declaration appearing in allotment letter, the complainant has to declared that he has read and understood the terms and conditions mentioned in the brochure and in the agreement for sale prepared by CGEWHO as per the standard format specified in Punjab real estate (regulation and development) rules. But no copy of the agreement for sale was provided to the complainant.

2.7 After collection of allotment letter, the complainant has been requesting the respondent to prepare an agreement for sale and provide the same to complainant. However, the respondent has not provided the prescribed "agreement for sale" in form Q to the complainant in respect of the dwelling unit allotted to the complainant.

2.8 A draft agreement for sale in respect of type D (penthouse duplex) dwelling unit was uploaded by the respondent on its website after issue of allotment letter. Draft agreement for sale in respect of type D (penthouse duplex) uploaded by the respondent on its website was subsequently removed from its website. Complainant categorically submits that after removal of the draft Agreement to Sale, the respondent has not uploaded any revised draft agreement for sale in respect of typed (penthouse duplex) dwelling unit on its website. Further, respondent has not provided any draft agreement for sale in respect of the dwelling unit allotted by the respondent to the complainant till date.

2.9 Complainant vide his email to the respondent stated that draft agreement for sale should have been shared by the respondent with all

the beneficiaries alongwith the allotment letter and draft agreement for sale in respect of type D (penthouse duplex) which was uploaded by the respondent on its website and removed subsequently. Respondent was also informed about some of the inherent errors in the draft agreement for sale in respect of type D (penthouse duplex) uploaded by the respondent on its website for a brief period of time. Further, the respondent was specifically requested to send the final draft agreement for sale with all the required schedules and complete in all respects to the complainant. Respondent was also requested to extend the last date for submission of agreement for sale and for making the initial payment of Rs.21,54,398/- demanded vide para 5 of the allotment letter dated 11.03.2025. The Complainant alleged that no response of the emails has given by the respondent.

2.10 Thereafter, respondent issued a letter dated 28.05.2025 informing the complainant that non-execution of agreement for sale shall invite cancellation of my allotment. Complainant was also advised to comply the above immediately without any further delay, so that first instalment letter can be issued to the complainant (Annexure-13).

2.11 In response to letter dated 28.05.2025, complainant vide email dated 31.05.2025, 02.06.2025 and 05.06.2025 (Annexure-14, 15 & 16) specifically requested the respondent to send the final draft agreement for sale with all the required schedules and complete in all respects to the complainant to comply with the requirements of the respondent.

2.12 Vide email dated 11.06.2025, respondent was clearly informed that any delay in non-execution of agreement for sale cannot be attributed to the complainant and therefore the proposal of respondent to cancel the allotment of flat cannot arise unless respondent prepares the agreement for sale and provides it to the complainant. Respondent was also

requested to extend the last date for execution of agreement and for making the initial payment.

2.13 Without responding to the issues raised by the complainant through the emails, respondent issued another notice dated 18.07.2025 to the complainant for non-execution of the agreement for sale. Letter dated 18.07.2025 once again informed the complainant that failure to execute the agreement for sale may result in the cancellation of allotment, complainant was also advised to get the agreement for sale executed by 31.07.2025 and inform the respondent without any further delay, so that the demand for first instalment letter can be issued to the complainant.

2.14 Without responding to the issues raised by the complainant through email sent in response to letter dated 18.07.2025, respondent issued another reminder letter dated 11.08.2025 (annexure-21) to the complainant informing that complainant account shows total receipt of Rs.23,94,398/- against the total demand of Rs.59,85,997/- and accordingly, the outstanding demand is Rs.35,91,599/-. Complainant was also advised to remit the outstanding amount at the earliest to minimise the interest liability on account of late payment, failing which, will invite cancellation of my allotment.

2.15 In response to letter dated 18.07.2025, complainant vide his mail dated 25.08.2025 (annexure-22) informed that he has not received any call up notice from the office of respondent for payment of first instalment so far. Respondent was further informed that the amount demanded vide allotment letter dated 11.03.2025 has already been paid by me. Therefore, no amount is payable by me till a formal demand letter or call up notice is issued by respondent to complainant. Respondent was also informed that complainant is not in a position to get loan from any bank unless respondent raises the demand for first instalment and

simultaneously takes appropriate steps to prepare and deliver the agreement for sale to me in prescribed form 'Q' along with all schedules and gets it registered.

2.16 Vide letter dated 11.08.2025, the respondent directing the complainant to remit an amount of Rs.35,91,599/- towards 15% of the cost immediately, failing which will invite cancellation of allotment made by respondent to the complainant. However, the complainant has already paid an amount of Rs.23,94,398/- towards ten percent of the cost determined vide allotment letter dated 11.03.2025 and further payment of 15% towards first instalment of balance ninety percent of the cost cannot be demanded or accepted before execution of "agreement for sale" to be entered into by the respondent with the complainant.

2.17 Respondent vide its mail dated 27.08.2025 (annexure-23) informed the complainant about a draft content already uploaded on the website on 28.03.2025 and directed the complainant to execute the agreement for sale as per draft uploaded on 28.03.2025.

2.18 Complainant vide his mail dated 27.08.2025 (annexure-24) informed that draft Agreement to Sale uploaded on 28.03.2025 is not prepared by CGEWHO in prescribed form 'Q' as required under the RERA Act, 2016. It was also informed that the draft Agreement to Sale is in respect of dwelling unit of type 'C' which is not applicable in my case. Respondent was also informed that the proposal of CGEWHO to cancel the allotment is arbitrary in nature which is not legally sustainable.

2.19 Final notice for cancellation issued by the respondent vide letter dated 22.08.2025 directing the complainant to complete the formalities mentioned in the notice dated 22.08.2025 within the specified time frame failing which allotment of a dwelling unit already allotted to the

complainant shall be cancelled and the booking amount paid by the complainant shall be forfeited. Final notice dated 22.08.2025 directs the complainant to take note that said payment will be accepted only after execution of the Agreement to Sale as mentioned above.

2.20 Complainant also raised the issue that two site officials who have been deputed by CGEWHO for facilitation in the execution of agreement for sale was not available on phone.

2.21 Assistant director, administration O/o respondent sent a mail dated 02.09.2025 (annexure C-36) informing me that last date is 23.09.2025 for complete all the formalities against your allotment of SAS Nagar flat. Further, complainant was informed telephonically on 26.08.2025 by respondent that in a meeting held by CEO, CGEWHO, New Delhi it has been decided to cancel my allotment in case I do not complete all the requirements of CGEWHO before the date mentioned in the final notice already sent to me.

3. Upon notice, respondent appeared through Shri Ravinder Arora, Advocate and submitted reply dated 09.06.2025 which is summarized below: -

3.1 Respondent stated that the present petition is an utter abuse of the process of law. The Petitioner has filed the present petition solely with the intent to stall the ongoing process and hinder the smooth progression of the Housing Scheme. It is submitted that the reliefs sought are frivolous, misconceived, and motivated, aimed merely at obstructing the legitimate and lawful activities being carried out under the Scheme in accordance with the provisions of the RERA Act and applicable Rules.

3.2 The Petitioner has approached this Hon'ble Court after considerable delay, despite the fact that the SAS Nagar Project has already entered

the construction phase. Moreover, the 1st instalment of payment has already been raised by the answering Respondent, and the allottees/beneficiaries have duly paid the first instalment and executed the respective Agreements for Sale in respect of 398 allottee out of 402 against their allotted dwelling units. The present complaint is misconceived, frivolous, and filed by the petitioner with mala fide intent to avoid the complainant's contractual obligations.

3.3 The respondent is registered under the Societies Registration Act, 1860 as a Society on July 17, 1990 with the purpose of promoting, controlling, and coordinating the development of houses at various selected locations throughout India on a 'NO-PROFIT-NO-LOSS' basis for the social welfare of the Central Government Employees & Personnel of the Society serving as well as retired/retiring.

3.4 After the process of draw, DU No. 1401 was allotted to the complainant vide Allotment Letter dated 11.03.2025 (Annexure R-8). As per the Allotment Letter and the revised payment schedule dated 21.03.2025 (Schedule-C annexed as R-7), the complainant was required to pay 10% of the total cost + GST minus the partial booking amount (EMD), which he did. However, as per para 6 of allotment letter, within 45 days from the date of issuance of the Allotment Letter, the complainant was also obliged to execute the Agreement for Sale. The complainant, however, failed to do so without any justified reason and deliberately delayed execution of AGREEMENT FOR SALE with mala fide intention.

3.5 The complainant has failed to execute the Agreement for Sale despite issuance of several letters and reminders. The conduct of the complainant clearly indicates that he is not financially prepared to comply with the terms of the Revised Payment Schedule dated 21.03.2025, which required timely payment of subsequent instalments

immediately after execution of the Agreement for Sale.

3.6 The complainant was informed and directed to execute the AFS in terms of the scheme. The Complainant's allegation that no AFS was provided is baseless. Instead, complainant deliberately avoided execution, seeking excuses to delay compliance.

3.7 The respondent stated that section 13(1) of the RERA Act does not bar the promotor for raising instalment demands once allottee has consented to allotment terms and payment schedule. Further, complainant's reliance on Section 13(1) is misplaced as he had already applied, deposited booking amount, accepted allotment letter and the rule of respondent, conditions, thereby binding himself to the schedule.

3.8 The respondent stated that Allotment Letter dated 11.03.2025 had duly been issued to the complainant, however, on 10.03.2025, a letter was received from the complainant (annexure R-10) wherein he specifically stated as under:

"Since I am going abroad for one month, the Allotment Letter of Type-D Penthouse Duplex, Flat No. D-1491 may kindly be retained in your office as no one will be there to receive it at my house. I will collect the same after my return to India."

3.9 Thereafter, the complainant personally collected the said Allotment Letter dated 11.03.2025 from the office of the answering Respondent on 21.04.2025 upon his return. The complainant had voluntarily delayed collection of the Allotment Letter, failed to comply with the stipulated payment schedule, and is now attempting to shift the burden of his omission onto the Respondent.

3.10 The respondent also submitted that the Allotment Letter issued to the complainant clearly specifies that the Agreement for Sale (AFS) forms an integral part of the Scheme Brochure, which was already made

available in the public domain and duly uploaded on the official website of the answering Respondent. The declaration portion appearing on the last page of the Allotment Letter is merely a reiteration of the terms and conditions already contained in the Scheme Brochure and in the standard format of the AFS, prepared strictly in accordance with the provisions of the Punjab Real Estate (Regulation and Development) Rules, 2017.

3.11 The draft Agreement for Sale uploaded on the Respondent's website was the final one, duly in line with Form "Q" under Punjab RERA Rules. On the basis of the same, 398 out of 402 beneficiaries have already executed the AFS without any objection. The complainant alone has failed to do so. Further, the complainant was afforded ample opportunity and multiple extensions, up to 23.09.2025, to execute the Agreement for Sale. Despite the same, he has failed and neglected to execute the Agreement, apparently with mala fide intention on fictitious ground.

3.12 It is submitted that the answering Respondent, functions purely on a "No Profit No Loss" basis and is bound to strictly comply with the provisions of the RERA Act, 2016, the Punjab Real Estate (Regulation and Development) Rules, 2017 and the terms and conditions of the Scheme Brochure. As per law and the scheme conditions, execution of the Agreement for Sale (AFS) is an absolute precondition before raising any further instalment demand from the beneficiary. The complainant was allotted the said dwelling unit vide Allotment Letter dated 11.03.2025 and was required to execute the Agreement for Sale within the prescribed period. However, despite repeated reminders and extensions granted in good faith, the complainant has deliberately refrained from executing the Agreement for Sale. the answering Respondent issued the letter dated 28.05.2025 reminding the complainant that failure to execute the

Agreement for Sale would necessarily invite cancellation of the allotment, as clearly stipulated under the scheme conditions. This notice was issued in strict compliance with the provisions of the RERA Act, the Punjab Real Estate Rules, and the Scheme Brochure, and therefore cannot be termed arbitrary or unjustified. The copy of the letter dated 28.05.2025 is annexed herewith as Annexure R-11.

3.13 With reference to the letter/mail dated 18.07.2025 received from the Complainant, it is submitted that the Respondent has complied with all applicable requirements under the RERA Rules, 2017, including the preparation of the Agreement for Sale in the prescribed Form 'Q'. The Respondent further submits that necessary actions for preparation of the Agreement for Sale in respect of the Dwelling Unit allotted to the Complainant are in progress in accordance with the applicable procedures.

3.14 Vide reminder letter dated 11.08.2025 (Annexure R-9) issued to the Complainant, stated that the Complainant's account shows a total receipt of Rs.23,94,398/- against a total demand of Rs. 59,85,997/-, thereby stating an outstanding demand of Rs.35,91,599/-. The Respondent further advised the Complainant to remit the outstanding amount at the earliest to minimize interest liability on account of late payment, and warned that failure to do so would invite cancellation of the allotment. Respondent further submitted that as per RERA provisions, no further demand notice can be issued prior to execution of the Agreement for Sale (AFS). The complainant failed to execute the AFS by 23.09.2025. The answering Respondent, CGEWHO, operating strictly on a 'No Profit, No Loss' basis, requires the payments to carry out the construction of the flats. Consequently, the Respondent cannot hold the Dwelling Unit indefinitely and was legally justified in cancelling the allotment due to the complainant's deliberate non-compliance.

3.15 Respondent had uploaded the draft Agreement for Sale (AFS) on

28.03.2025 in compliance with the requirements of the RERA Act, 2016. The draft AFS is a standard format prepared in accordance with statutory requirements and has been made available for the perusal of all allottees without any distinction or discrimination. The draft AFS is prepared as per the applicable project requirements and is not specific to any individual allottee until finalization. The preparation and execution of the Agreement for Sale is being undertaken in strict compliance with applicable rules and project norms. The contention of the Complainant that the draft AFS pertains to a Type 'C' unit and is not applicable in his case is noted. The Respondent assures that the final Agreement for Sale will be prepared specifically for the Dwelling Unit allotted to the Complainant, in the prescribed Form 'Q' and in accordance with the RERA Act, 2016.

3.16 Respondent further stated that the Scheme Brochure of the said Housing Project clearly stipulates that any violation of the rules by a beneficiary may result in the cancellation of the Dwelling Unit (DU). The answering respondent, CGEWHO, therefore has the lawful right to cancel the allotment of a DU in cases where the beneficiary fails to make the required payments or execute the Agreement for Sale (AFS) within the prescribed time, in accordance with the rules and provisions of the Scheme. The cancellation in the present case was in strict compliance with these rules and after due consideration of the complainant's non-compliance. In response to the Complainant's mail dated 28.08.2025, the copy of the letter dated 28/5/2025 is annexed herewith as Annexure-11. The Respondent also submits that the communication dated 22.08.2025 was issued in accordance with the terms of allotment and applicable rules to ensure timely completion of all formalities including payment and execution of the Agreement for Sale. The Respondent further submits that no decision has been taken

to cancel the allotment or forfeit the booking amount at this stage. The Respondent has informed the Complainant, vide its mail dated 28.08.2025 that the last date to complete all formalities is 23.09.2025, thereby providing the Complainant sufficient opportunity to comply with the requisite conditions. The Respondent affirms that all actions are being taken in compliance with applicable laws and in the interest of project execution.

3.17 It is submitted that the draft of the Agreement for Sale (AFS) has been duly uploaded by the answering respondent on its official website and is also included in the Scheme Brochure of the said Housing Project, thereby making it publicly accessible to all beneficiaries. The answering respondent, CGEWHO, operates strictly on a 'No Profit, No Loss' basis and at all times abides by the rules, regulations, and procedures framed under its governing laws, as well as by the applicable local laws. Any delay or default in payment by the beneficiaries results in significant financial implications for the organization, thereby hampering the construction activities and overall execution of the project. The complainant, as a beneficiary under the said housing scheme, was obligated to execute the Agreement for Sale (AFS) in accordance with the rules of CGEWHO and the provisions of RERA. Execution of the AFS is a mandatory requirement for allotment and payment compliance, and failure to do so within the stipulated time undermines the financial and operational framework of the housing project. The answering respondent, after providing reasonable opportunities and time for compliance, acted strictly in accordance with the law in taking necessary steps upon the complainant's failure to execute the AFS.

3.18 The answering Respondent has, in good faith, sent several letters and

reminders to the complainant for execution of the Agreement for Sale (AFS), in full compliance with the applicable provisions of the RERA Act, the Punjab Real Estate (Regulation and Development) & Rules, and the terms of the Scheme Brochure. Despite such repeated communications, the complainant has failed and neglected to execute the AFS within the stipulated time, without offering any valid or justifiable reason for such failure. This conduct of the complainant clearly reflects an intention to deliberately delay the process and avoid his contractual obligations. It is, therefore, submitted that the complainant is acting with mala fide intention, thereby attempting to obstruct the lawful functioning of the Respondent and to hamper the timely completion of the said Housing Scheme.

4. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondent and reiterating the averments of the complaint. The complainant has prayed that the letter dated 24.09.2025 issued by the respondent be quashed and respondent be directed to maintain the status quo of the unit during the pendency of complaint.
5. Both the complainant and Counsel for the respondent addressed their respective arguments on 05.03.2026.
6. The complainant argued that he was allotted a residential unit number 1401 with car parking number bp-7, type D (penthouse duplex) vide letter dated 11.03.2025 through the draw of lots held by the respondent on 24.02.2025. The total cost of the dwelling unit mentioned is Rs.2,28,03,795/- plus GST @ 5% extra. The complainant requested the respondent vide letter dated 11.03.2025 to retained the allotment letter dated 11.03.2025 in their office as he is going abroad for one month, thereafter, the allotment letter dated 11.03.2025 was collected by the complainant from the office of respondent on 21.04.2025. As per

allotment letter, the complainant has to deposit the 10% of the price of unit plus GST minus already paid within 30 days of issue of allotment letter. An amount of Rs.21,54,398/- demanded as allotment money by the respondent to complete the payment of ten percent of total cost including GST was remitted by complainant to the respondent on 26.07.2025. Para 4(i) of the allotment letter states that the beneficiary shall execute agreement for sale after paying 10% of the total sale consideration (including the partial booking amount) of the dwelling unit. Paragraph 6 of the allotment letter states that the beneficiary (complainant) will have to sign the agreement for sale with all the required schedules and the same has to be registered before the district sub registrar within the stipulated period of 45 days from the date of issue of allotment letter. The complainant has made various communication through email with the respondent to supply copy of AFS as specified in the "the Punjab state real estate amended rules, 26.08.2022 as per form 'Q'. The complainant stated that the allotment letter has been issued in contravention of section 13(2) of RERA Act, 2016, is not a valid document till respondent prepares an agreement for sale in the prescribed form 'Q' and delivers it to the complainant.

7. The answering respondent CGEWHO, is a welfare housing organization under the aegis of Govt. of India, and launched the SAS Nagar Housing Scheme after due registration with RERA Punjab (Reg. No. PBRERA-SAS81-PR1094) and has acted in strict compliance with the Real Estate (Regulation and Development) Act, 2016 ("RERA Act") and Punjab RERA Rules, 2017. The respondent organisation has been established with the purpose of promoting, controlling, and coordinating the development of houses at various selected locations throughout India on a 'NO-PROFIT-NO-LOSS' basis for the social welfare of the Central Government Employees & Personnel of the Society serving as well as

retired/retiring. On the basis of complainant's request letter dated 10.03.2025, the respondent retained his allotment letter which was collected by him on 21.04.2025. The complainant was duty bound to execute the Agreement for Sale on or before 25.04.2025. However, despite repeated notices, reminders, and extensions granted by the respondent vide letters dated 01.07.2025, 18.07.2025, 11.08.2025, and 22.08.2025, the complainant failed to comply and deliberately avoided execution of the Agreement for Sale on one pretext or another. It is to be considered that section 13(1) of the RERA Act does not bar the promotor for raising instalment demands once allottee has consented to allotment terms and payment schedule. The respondent submitted that the draft 'Agreement for Sale' was uploaded on the Respondent's website on 28.03.2025 and the same was final one, duly in line with Form "Q" under Punjab RERA Rules. On the basis of the same, 398 out of 402 beneficiaries have already executed the AFS without any objection. The allegations made by the complainant regarding the so-called "errors" or "non-availability" of the draft AFS are misleading, baseless, and contrary to record. Letter dated 18.07.2025 and reminder dated 11.08.2025, issued by the respondent to complainant shows a total receipt of Rs.23,94,398/- against a total demand of Rs. 59,85,997/-, thereby stating an outstanding demand of Rs.35,91,599/-. Respondent further stated that the execution of the Agreement for Sale (AFS) is mandatory and must be completed before issuance of the second call-up notice for the payment of the further instalments. Respondent had uploaded the draft Agreement for Sale (AFS) on 28.03.2025 in compliance with the requirements of the RERA Act, 2016. The draft AFS is prepared as per the applicable project requirements and is not specific to any individual allottee until finalization. Vide zimmni order date 24.09.2025, the respondent was

directed to maintain the status quo regarding Unit No. 1401, Type-D, (Penta House), Block-D on 13<sup>th</sup> & 14<sup>th</sup> floor till the next hearing. Vide hearing dated 03.10.2025, complainant had informed that he had handed over copy of stay order to the respondent, inspite of that the respondent had cancelled his unit.


8. Respondent submitted that the contention of the Complainant with respect to the draft AFS pertains to a Type 'C' unit and is not applicable in complainant's case is noted. The Respondent assures that the final Agreement for Sale will be prepared specifically for the Dwelling Unit allotted to the Complainant, in the prescribed Form 'Q' and in accordance with the RERA Act, 2016.

9. The undersigned considered the rival contentions of both the parties and also perused the pleadings along with documents annexed by both the parties:

9.1 There is no dispute that Complainant was declared successful for allotment of type D (penthouse duplex) dwelling unit number 1401 with car parking number bp-7 through the draw of lots held by the respondent on 24.02.2025. Allotment letter dated 11.03.2025 issued in favour of the complainant. The total cost of the dwelling unit mentioned is rupees 2,28,03,795/- plus GST @ 5% extra. An amount of Rs.21,54,398/- demanded as allotment money by the respondent was remitted by complainant to the respondent on 26.07.2025. As per the Allotment Letter and the revised payment schedule (Schedule-C), the complainant was required to pay 10% of the total cost + GST at the prevailing rate minus the partial booking amount (EMD), which he paid. However, within 45 days from the date of issuance of the Allotment Letter, the complainant was also obliged to execute the Agreement for Sale and the complainant failed to do the same. The respondent in his reply at para 25 accepted the contention of the

complainant that draft AFS pertains to a Type 'C' unit and not applicable in the case of complainant and assured to prepare a final agreement for Sale for Dwelling unit allotted to the complainant, in the prescribed Form 'Q' and in accordance with the RERA Act,2016.

10. As a result of the above discussion, this complaint is accordingly partly accepted and directed the respondent to prepare a final agreement for Sale for Dwelling unit allotted to the complainant, in the prescribed Form 'Q' and in accordance with the RERA Act,2016 within 15 days of issuance this order and sent to the complainant. Complainant is also directed to execute the agreement to sale as per time schedule provided by the respondent after mutual consent without any unreasonable delay. Further, respondent is allowed to claim his instalments as per revised schedule.
11. The respondent is further directed to enter into an Agreement to Sale only in accordance of Form 'Q' provided in READ Act in case of all allottees including the complainant.
12. File be consigned to the record room after due compliance.

  
24/4/2026  
(Binod Kumar Singh)  
Member, RERA, Punjab