

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB
SCO No. 95-98, Bank Square, P.F.C Building, Sector-17-B, Chandigarh

Subject: -

APPEAL NO. 166 of 2022

1. Mrs. Pushpa Devi W/o Sh. Anil Kumar, House No.3089/2, Sector 44-D, Chandigarh.
2. Anil Kumar S/o Sh. Girddhari Lal, House No.3089/2, Sector 44-D, Chandigarh.

...Appellants

Versus

Altus Space Builders Private Limited, SCO 22, 1st Floor, Phase 10,
SAS Nagar, Mohali.

....Respondent

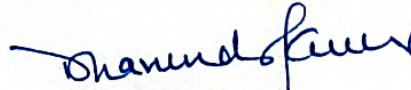
Memo No. R.E.A.T./2024/ 366

To,

REAL ESTATE REGULATORY AUTHORITY, PUNJAB 1ST FLOOR,
BLOCK B, PLOT NO.3, MADHYA MARG, SECTOR-18,
CHANDIGARH-160018.

Whereas appeal titled and numbered as above was filed before the Real Estate Appellate Tribunal, Punjab. As required by Section 44 (4) of the Real Estate (Regulation and Development) Act, 2016, a certified copy of the order passed in aforesaid appeal is being forwarded to you for being uploaded the same on website.

Given under my hand and the seal of the Hon'ble Tribunal this 23rd
day of September, 2024.


REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB



Pushpa and Anil Kumar

vs

Altus Space Builders Private Limited

MEMO OF PARTIES

1. Mrs. Pushpa Devi w/o Shri Anil Kumar, 3089/2, Sector 44-D, Chd.

2. Anil Kumar S/o Shri Girddhari Lal, 3089/2, Sector 44-D, Chd.Appellants

Versus

Altus Space Builders Private Limited .

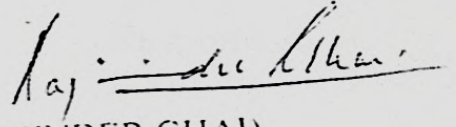
SCO 22, 1st Floor, Phase 10, SAS Nagar, Mohali

.....Respondent

Recd
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Place: Chandigarh

Dated: 16.08.2022


(RAJINDER GHAI)

Counsel for the Appellants



THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB AT CHANDIGARH

APPEAL NO. 166 of 2022

1. Mrs. Pushpa Devi W/o Sh. Anil Kumar, House No.3089/2, Sector 44-D, Chandigarh

2. Anil Kumar S/o Sh. Girddhari Lal, House No.3089/2, Sector 44-D, Chandigarh

...Appellant

Versus

Altus Space Builders Private Limited, SCO 22, 1st Floor, Phase 10, SAS Nagar, Mohali

....Respondent

Present: - Mr. Rajinder Ghai, Advocate for the Appellant.
Mr. Amit Sharma, Advocate for the Respondent

**QUORUM: SH. S.K. GARG DISTT. & SESSIONS JUDGE (RETD.),
MEMBER (JUDICIAL)
DR. SIMMI GUPTA, IRS (IT), CHIEF COMMISSIONER OF
INCOME TAX (RETD.)**

**JUDGMENT: DR.SIMMI GUPTA, IRS (IT), CHIEF COMMISSIONER OF
INCOME TAX (RETD.) (ORAL)**

RELIEF CLAIMED BY THE APPELLANT

1. The appellant on the basis of facts and grounds has prayed:

- I. To set aside the directions of the Authority issued vide Order dated 07.06.2022 under Section 37 of the RERA Act.
- II. To direct the Respondents to execute the Plot Buyers Agreement in respect of Corner Plot of 258.48 Sq. Yards No.E-140 in Sector 20, New Chandigarh (Village Ghandauli-Mullanpur) @ Rs.14300 per sq. yard (inclusive of all charges like Internal/External Development charges etc.)

FACTS OF THE CASE:

The Appellant has provided facts as per the timeline given below:

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Date	Remarks
14.06.2018	Booking of 220 Sq. Yards residential plot in Muirwood Ecocity Project of Altus Space Pvt. Ltd. in Sector 20 at New Chandigarh (Mullanpur) through its REA (Real Estate Agent-Mr.Sushil Chaudhary) at the circle rate of Rs.14,300 per sq. yds (inclusive of all charges like internal/external development charges etc.) Paid booking amount of Rs.2,00,000/- through SBI cheque bearing No.860966 dated 14.06.2018
14.09.2019	Real Estate Agent returned the cheque bearing builder's stamp with its HDFC Bank account and demanded Rs.5,00,000/-.
24.09.2019	Builder acknowledged the receipt of Rs.5,00,000/- which was paid for the booking of corner-plot No.E-140, Sector 20, Village Ghandauli at Mullanpur, New Chandigarh for 258.48 Sq. Yards and demanded Rs.5,00,000/- for execution of Plot Buyer Agreement.
30.09.2019	Appellant gave cheque No.860968 dt. 30.09.2019 for Rs.3,00,000/- to REA and told that the balance amount of Rs.2,00,000/- shall be paid before the offer of possession. Cheque No.860968 dt 30.09.2019 amounting to Rs.3,00,000/- was not encashed by the Respondent.
10.10.2019	The Appellant being an Employee of PGIMER, Chandigarh sought permission from PGIMER Chandigarh to purchase the plot measuring 220 Sq. Yards, bearing No.140, E-Block, in Sector 20 for Rs.35,00,000/-

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23.03.2021	A letter was sent by the appellant to the builder for executing the Plot Buyers Agreement stating that the balance amount of Rs.2,00,000/- would be paid before the offer of possession and asked for the Plots Buyer Agreement.
09.06.2021	Another letter was sent by registered post to Builders.
17.08.2021	Another similar letter was sent by registered post to the builder.
25.10.2021	The Builder returned the amount of Rs.5,00,000/- by RTGS in the appellants' bank account without any prior intimation.

The appellant has claimed that as the rate of the plot was Rs.14,300/- per Sq. Yard (inclusive of all charges like Internal/External Development charges etc.) therefore, the payment of Rs.5,00,000/- amounted to 10% of the total amount due for the purchase of the plot. It is, therefore, wrong on the part of the respondent not to execute a Plot Buyers Agreement. To substantiate his claim, the appellant filed number of agreements which were executed at the rate of Rs.14,300/- in respect of plots in the vicinity of the area in which the alleged plot is located. On the basis of the above facts, the appellant claimed that the decision of the Authority, in not accepting his right for Plot Buyers Agreement should be set aside.

ARGUMENTS OF THE RESPONDENTS

The Respondent has countered that the claim of the Appellant on the basic of the following:

1. That the collector rate of the area is not Rs.14,300/- per Sq. Yards, as the collector rate is not fixed sector-wise, the plots are given under Land Pooling Agreement with Sartaj Cooperative House Building

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Societies therefore, special terms and conditions are provided for the members by the Respondents.

2. The Respondent claimed that in Year 2019 the price of the Plot was Rs.23,100/- and not as Rs.14,300/- as claimed by the appellant. He claimed that appellant was asked to deposit a further sum of Rs.5,00,000/- vide a letter dated 24.09.2019, however, no such payment was made by the appellant and therefore, the amount was refunded to the appellant.

DECISION

1. We have considered the arguments of both the parties. The appellant has been unable to produce any document to show that the original price of the alleged Plot was Rs.14,300/-. In fact, the letter dated 24.09.2019, vide which the builder/respondent had demanded another Rs.5,00,000/- for the execution of Plot Buyer Agreement, has not been refuted by the appellant, on the basis that the demand made by the builder/respondent is incorrect. As per the appellant's claim, in response to the letter he paid Rs.3,00,000/- vide Cheque bearing No.860968 dated 30.09.2019 to the REA (Real Estate Agent) and agreed to pay another amount of Rs.2,00,000/- after some time. Thus showing that the Appellant was ready to pay the sum total of Rs.10,00,000/- before the execution of Plot Buyer Agreement. Further, the claim of the appellant, that the respondent fraudulently did not encash the cheque of Rs.3,00,000/- is also not acceptable as in intimation, under Rule 18(3) of the CCS Conduct Rules, made by the Appellant to PGIMER, Chandigarh, on 10.10.2019, the applicant has only referred to the payment of Rs.5,00,000/- and there is no reference to the subsequent cheque of Rs.3,00,000/-, as claimed by the appellant, in the copy of intimation placed on record.

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2. Keeping in view the fact that there is no basis on which the claim of the Appellant is justified, therefore, the same is rejected.
3. Therefore, regard to all the facts and arguments we do not find any infirmity in the order of the Authority impugned before us. We consequently dismiss the appeal and uphold all the directions given by the Authority as stated-above in the impugned order.

Sd/-
S.K. GARG, D & S. JUDGE (RETD.)
MEMBER (JUDICIAL)



Sd/-
DR. SIMMI GUPTA, IRS (IT)
CHIEF COMMISSIONER OF INCOME TAX (RETD.)
MEMBER (TECH./ADMN.)

SEPTEMBER 19, 2024
SHUBHAM RANA

Certified To Be True Copy

Shanush Kaur
Registrar
Real Estate Appellate Tribunal Punjab
Chandigarh

Shivete Sharma
19/9/2024