

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

Complaint No. RERA/ GC No.0111 of 2025

Date of filing: 09.03.2025

Dated of Decision: **07.11.2025**

1. Devinder Kumar Bhola

2. Saral Bhola

Both residents of # 1287, Sector 21-B, Chandigarh.

...Complainants

Versus

1. M/s Altus Space Builders Pvt. Ltd., SCO 22, 1st Floor, Phase-10, SAS Nagar (Mohali), Punjab

2. Gurtej Singh,
SCO 22, 1st Floor, Phase-10, SAS Nagar (Mohali), Punjab

3. Narinder Singh,
SCO 22, 1st Floor, Phase-10, SAS Nagar (Mohali), Punjab

4. Harpreet Singh,
SCO 22, 1st Floor, Phase-10, SAS Nagar (Mohali), Punjab

... Respondents

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

Present: Complainant Devinder Kumar Bhola in person
Respondents 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 respondents.

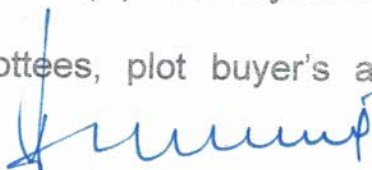
2. The brief facts of the complaint are that earlier Mrs. Navdeep Kaur Hanjra and Harpreet Singh Hanjra (previous allottees) in the year 2023 had been allotted plot of tentative size 335.56 sq.



yards bearing plot No.900 in Residential Project "Muir woods Ecocity" of Altus Space Builders Pvt. Ltd from Motiaz Royale Estate (P) Ltd., who was having Land Pooling Agreement with Altus Space Builders Pvt. Ltd. A Plot Buyer Agreement dated 07.10.2015 had been issued by Altus Space Builders to Motiaz Royal Estate which was further transferred by Motiaz Royale Estate to the Original Allottees through its authorized signatory Payara Lal Garg on 20.01.2016. The Original Allottees further sold this plot to the complainants which was located on PR-7 road (Airport Road) and was abutting the PR-7 road. Despite multiple follow-ups by the complainants and the original allottees, respondent delayed the issuance of the possession and transfer letter which had severely impacted the complainants as they intended to obtain a loan for the remaining payment of approximately 13 lakhs. However, due to the builder's failure to provide the required documents, their bank had been unable to process their loan application. But they were ready to pay Rs.13 lacs by their own if they were ready to give them transfer and allotment letter. Hence, the present complaint.

3. Notice of the complaint was issued to the respondents who did not appear despite service and were thus proceeded against exparte vide order dated 13.06.2025.

4. In order to prove their case, the complainants have relied upon certain documents i.e. Provisional Plot Allotment Letter in the names of previous allottees Mr. Harpreet Singh Hanjra and Mrs. Navdeep Kaur Hanjra, an agreement to sell dated 25.06.2014 between Motiaz Royale Estate (P) Ltd. Royale Estate Group, Chandigarh and the previous allottees, plot buyer's agreement dated 07.10.2015



between M/s Altus Space Builders Private Limited and M/s Motiaz Royale Estate (P) Ltd. and NOC for Transfer of Plot No.900 from the previous allottees to the present complainants on payment of Rs.13,34,470/- directly to the Company.

5. The argument on behalf of the complainants at the outset was that complainant stepped into the shoes of the previous allottees by purchasing their rights of allotment of the plot in question, which was also approved by the respondent promoter. It was then argued that consequent upon transfer of the allotment rights of the plot in question in the names of the complainants by the promoter both the parties would be governed by the original terms and conditions of the allotment/buyer's agreement. He further contended that respondent promoter failed to issue possession and transfer letter of the unit in question as per stipulation in the allotment/buyer's agreement without any justification, therefore, complainants were entitled to the relief claimed.

6. This authority has heard the arguments of the complainants and has also gone through the documents produced on record.

7. From the documents placed on record by the complainants, it was evident that Mrs. Navdeep Kaur Hanjra and Harpreet Singh Hanjra (previous allottees) had booked the plot in question in the project Motiaz Royale Estate, New Chandigarh (Mullanpur) Punjab in May 2011 which was further sold by them to the present complainants Devinder Bhola and Saral Bhola. In this way, they had stepped into the shoes of original allottees. Thereafter they time and again visited the respondents asking them to furnish and



provide necessary transfer and possession documents but to no response on their part. As such, they have been compelled to file the present complaint against the respondents seeking directions to them in that regard. As respondents did not chose to appear and oppose the claims of complainants despite their service in the matter, the case of complainants remained unrebutted. Accordingly, in view of the unrebutted claim and evidence led on record in support thereof, this bench feels no hesitation in accepting the prayer of the complainants exparte and respondents are hereby directed to issue the possession and transfer letter concerning plot No.900 in the project "Muir woods Ecocity" of Altus Space Builders Pvt. Ltd. to the complainants within three months from the date of this order.



**(Arunvir Vashista),
Member, RERA, Punjab**