

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

Subject: -

**APPEAL NO. 20 OF 2022**

1. Pallavi Thukral D/o sh. N.L Thukral aged about 42 years.
  2. SwaranLata Thukral w/o Sh. N.L Thukral aged 71 years.
- Both R/o House No. 506, GH-106, Arushi Apartment, Sector-20, Panchkula, Haryana-134109.  
(Appellant no.2 for self and also on behalf of Appellant no.1-Pallavi Thukral)

...Appellants

Versus

M/s Green Valley Heights, near Sector 20, Panchkula, Village Kishanpura, Zirakpur, SAS Nagar, Mohali, Punjab 140603.

....Respondent

**APPEAL NO. 21 OF 2022**

1. Deepti Thukral D/o sh. N.L Thukral aged about 41 years.
  2. SwaranLata Thukral w/o Sh. N.L Thukral aged 70 years.
- Both R/o House No. 506, GH-106, Arushi Apartment, Sector-20, Panchkula, Haryana-134109.  
(Appellant no.2 for self and also on behalf of Appellant no.1-Deepti Thukral)

...Appellants

Versus

M/s Green Valley Heights, near Sector 20, Panchkula, Village Kishanpura, Zirakpur, SAS Nagar, Mohali, Punjab 140603.

....Respondent

Memo No. R.E.A.T./2023/128

To,

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

Whereas appeals titled and numbered as above were 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 appeals is being forwarded to you and the same may be uploaded on website.

Given under my hand and the seal of the Hon'ble Tribunal this 07<sup>th</sup> day of March, 2023.

*Shanendra Kumar*

REGISTRAR

REAL ESTATE APPELLATE TRIBUNAL, PUNJAB



**IN THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB**

Appeal No. 20 of 2021  
IN  
Complaint: AdC No.1369/2019

**MEMO OF PARTIES**

1. **Pallavi Thukral** d/o Shri N.L. Thukral aged about 42 years
2. **Swaran Lata Thukral** wife of Shri N. L. Thukral aged about 71 Years.

Both residents of House No.506, GH-106, Arushi Apartment,  
Sector-20, Panchkula, Haryana-134109.

(Appellant no.2 for self and also on behalf of appellant no.1-  
Pallavi Thukral)

**...Appellants**

**Versus**

**M/S Green Valley Heights**, Near Sector 20 Panchkula,  
Village Kishanpura, Zirakpur, SAS Nagar, Mohali, Punjab  
140603.

**...Respondent**



**PLACE: Chandigarh**  
**DATE: 31.12.2021**

**VIKAS SHARMA**  
**P/768/2005**  
**Advocate**

**COUNSEL FOR THE APPELLANTS**  
**EMAIL: [vikaslawoffices@gmail.com](mailto:vikaslawoffices@gmail.com)**  
**Mobile: +91-9914-112-112**



**IN THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB**

Appeal No. \_\_\_\_\_ 21 \_\_\_\_\_ of 2021

IN

Complaint: AdC No.1371/2019

**MEMO OF PARTIES**

1. **Deepti Thukral** d/o Shri N.L. Thukral aged about 41 years

2. **Swaran Lata Thukral** w/o Shri N.L.Thukral aged 71 years

Both residents of House No.506, GH-106, Arushi Apartment,  
Sector-20, Panchkula, Haryana-135089.

(Appellant no.2 for self and also on behalf of Appellant no.1-  
Deepti Thukral)

**...Appellants**

**Versus**

**M/S Green Valley Heights**, Near Sector 20 Panchkula,  
Village Kishanpura, Zirakpur, SAS Nagar, Mohali, Punjab  
140603.

**...Respondent**

**PLACE: Chandigarh**

**DATE: 31.12.2021**



**VIKAS SHARMA**

**P/768/2005**

**Advocate**

**COUNSEL FOR THE APPELLANTS**

**EMAIL: [vikaslawoffices@gmail.com](mailto:vikaslawoffices@gmail.com)**

**Mobile: 0091-9914-112-112**



**BEFORE THE REAL ESTATE APPELLATE TRIBUNAL, PUNJAB  
AT CHANDIGARH**

---

**APPEAL NO. 20 OF 2022**

1. Pallavi Thukral D/o sh. N.L Thukral aged about 42 years.
2. SwaranLata Thukral w/o Sh. N.L Thukral aged 71 years.  
Both R/o House No. 506, GH-106, Arushi Apartment, Sector-20,  
Panchkula, Haryana-134109.

(Appellant no.2 for self and also on behalf of Appellant no.1-Pallavi Thukral)

...Appellants

Versus

M/s Green Valley Heights, near Sector 20, Panchkula, Village  
Kishanpura, Zirakpur, SAS Nagar, Mohali, Punjab 140603.

....Respondent

**APPEAL NO. 21 OF 2022**

1. Deepti Thukral D/o sh. N.L Thukral aged about 41 years.
2. SwaranLata Thukral w/o Sh. N.L Thukral aged 70 years.  
Both R/o House No. 506, GH-106, Arushi Apartment, Sector-20,  
Panchkula, Haryana-134109.

(Appellant no.2 for self and also on behalf of Appellant no.1-Deepti Thukral)

...Appellants

Versus

M/s Green Valley Heights, near Sector 20, Panchkula, Village  
Kishanpura, Zirakpur, SAS Nagar, Mohali, Punjab 140603.

....Respondent

\*\*\*

**Present: -** Mr. Vikas Sharma, Advocate for the appellants.  
Mr. Gaurav Tangri, Advocate for the respondent.

**CORAM:** **JUSTICE MAHESH GROVER (RETD.), CHAIRMAN**  
**SH. S.K. GARG DISTT. & SESSIONS JUDGE**  
**(RETD.), MEMBER (JUDICIAL)**  
**ER. ASHOK KUMAR GARG, CHIEF ENGINEER**  
**(RETD.), MEMBER (ADMN./ TECH.)**



**JUDGMENT: (JUSTICE MAHESH GROVER (RETD.), CHAIRMAN)**

1. By this order we will dispose of these appeals i.e. Appeal No. 20 of 2022 (Pallavi Thukral Vs. M/s Green Valley Heights) and Appeal No. 21 of 2022 (Deepti Thukral Vs. M/s Green Valley Heights). Vide the impugned order passed by the Real Estate Regulatory Authority, Punjab (hereinafter known as the Authority) the complaint of the appellants (complainants) was dismissed resulting in the present appeals.
2. The appellants had booked an apartment in a project being developed by the respondent whose basic sale price was Rs.23,50,000/-. We need not refer to the schedule of the payments and the amounts deposited, as they do not form the basis of the dispute between the parties. The important fact is that the respondent had promised to complete the flat within 36 months with a grace period of three more months for obtaining necessary permissions from the competent authority. However, the possession was offered on 30.04.2016 after a delay of 28 months. The appellants were asked to deposit the outstanding amount. Inspection of the flat by the appellants revealed that it was incomplete in many respects which were pointed out to the respondent. The possession letter was





issued on 20.09.2016 and on 17.03.2017 actual possession was given. An extra amount of Rs.1,41,946/- was charged for 64 sq. feet against increased super built up area and for providing second lift facility allegedly without the consent of the appellants.

3. This became the cause of grievance and a complaint under Section 31 was filed with a grouse that the allotment letter was issued belatedly; no buyer's agreement was executed in time; proper drawings and measurement of the flat were not disclosed; sub-standard material was used in construction work, electrical fittings and glass panes and super built up area increased, without the consent of the appellants, to burden them financially.



4. The respondent denied these averments but admitted that possession of the flat was handed over on 17.03.2017 after doing some miscellaneous work. He pleaded that the provisions of the Act would not be attracted considering that it came into existence on 01.05.2017 after the physical possession had been given to the appellant. The amount of Rs.1,41,946/- for an increase of 64 sq. feet area was on account of providing second lift facility which was with the consent of the appellants. The layout plan had been altered for this purpose. He further averred that another complaint had

been filed by one Pallavi Thukral and another by Deepti Thukral who made a grievance of amounts being charged for UPVC doors and windows, gas pipes and AC wiring charges etc. and this despite the fact that they had checked the building plan, quality of construction at the time of taking of possession.

5. Broadly on these issues the matter was agitated before the Authority which dismissed the complaint.
6. Learned counsel for the appellants contends that the impugned order is erroneous and deserves to be set aside. However, he could not advance any meaningful argument or offer any satisfactory answer to the fact that the offer of possession was made to the appellants on 20.09.2016 and it was on account of non-clearance of dues that the possession was delayed up to 17.03.2017. Be that as it may, even if this delay is ignored the fact remains that the possession stood delivered prior to the coming into existence of the Act and the sale deed/conveyance deed had been executed on 15.04.2019. If there was any grievance it could have been agitated even at that point of time i.e. 2019 when sale deed was executed. The complaint however was filed subsequent to the registration/execution of the conveyance deed i.e. on 18.11.2019. The plea that super built up area was increased and extra amount charged is





also meaningless as this area was utilized for second lift after the layout plan had been amended appropriately. Besides the appellants themselves had executed an undertaking recording their satisfaction qua the apartment. All these facts when read cumulatively along with fact that the possession stood handed over prior to the coming into existence of the Act would deprive the appellants of any benefit of the RERA Act.

7. A lame argument was raised by the learned counsel for the appellants that the project was ongoing and the Act would require mandatory registration. We are afraid this argument is of no consequence, in view of the clear definition of the term ongoing projects <sup>given in the Rules</sup> which we extract herebelow:-



**2. Definitions.** - (1)xxxxxx

(a) xxxxx (b) xxxxx (c) xxxxx .....

(h) "ongoing project" means the Real Estate Projects which are ongoing in which development and development works as defined in Section 2(s) and Section 2(t) of the Act are still underway, excluding the area of portion of the Real Estate Project for which partial completion or occupation certificate, as the case may be, has been obtained by the promoter of the project.

The facts reveal that the partial completion certificate was granted to the respondent much prior to the coming into existence of the Act. The definition of the partial completion certificate as per Rules is as below:-

**2. Definitions.** – (1)xxxxxx

(a) xxxxx (b) xxxxx (c) xxxxx .....

(g) 'partial completion certificate' means a certificate issued by the Authority competent to issue the same for a part of project on completion of development works in that part or of a building block in case of built up projects as the case may be.

There is no material to indicate that the area in which the apartments of the appellants are situated are beyond the area relating to the partial completion certificate. The appellant has also failed to prove that the costs claimed by them were beyond the scope of the amount envisaged for the apartment.

8. For the aforesaid reasons we do not find any ground to interfere in the impugned order. Appeals stands dismissed.

Files be consigned to the record room.



Sdr  
**JUSTICE MAHESH GROVER (RETD.)**  
**CHAIRMAN**

Sdr  
**S.K. GARG, D & S. JUDGE (RETD.)**  
**MEMBER (JUDICIAL)**

Sdr  
**ER. ASHOK KUMAR GARG, C.E. (RETD.),**  
**MEMBER (ADMINISTRATIVE/TECHNICAL)**

(06-03-, 2023)  
DS

Sdr

Certified To Be True Copy

*Anand Kumar*  
Registrar  
Real Estate Appellate Tribunal Punjab  
Chandigarh

07/03/2023