



Real Estate Regulatory Authority

Government of Himachal Pradesh

Complaint Application

Application No.

CTA0620220003

printed : 29-03-2024 08:07 PM

Complaint Details

| Complaint Subject | Gagan Raj Singh Vs Jagjit Ahlawat | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------|---|-----------------------|---------------------|--------------|----------|----|--|-----------------------|--|----|--|-----------------------|--|----|---|-----------------------|--|----|--|-----------------------|--|--|--|--|--|
| Facts of the complaint | <p>REAL ESTATE REGULATORY AUTHORITY – HIMACHAL PRADESH</p> <p>Between</p> <p>Complaint No.: / 2022.</p> <p>Mr. Gagan Raj Singh & Avtar Singh.....Complainants.</p> <p>&</p> <p>Ahlawat Developers & Promoters.....Respondent</p> <p>INDEX OF DOCUMENTS</p> <table><thead><tr><th>Sr. No.</th><th>Details of Document</th><th>Annexure no.</th><th>Page No.</th></tr></thead><tbody><tr><td>1.</td><td>Initial Apartment Builder Agreement dated 30.01.2008</td><td>Annexure A – 1</td><td></td></tr><tr><td>2.</td><td>Subsequent Apartment Buyer Agreement dated 23.11.2019.</td><td>Annexure A – 2</td><td></td></tr><tr><td>3.</td><td>Advertisements floated by the respondent collectively</td><td>Annexure A – 3</td><td></td></tr><tr><td>4.</td><td>Letter dated 05.01.2012 qua offer of Possession.</td><td>Annexure A – 4</td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></tbody></table> | Sr. No. | Details of Document | Annexure no. | Page No. | 1. | Initial Apartment Builder Agreement dated 30.01.2008 | Annexure A – 1 | | 2. | Subsequent Apartment Buyer Agreement dated 23.11.2019. | Annexure A – 2 | | 3. | Advertisements floated by the respondent collectively | Annexure A – 3 | | 4. | Letter dated 05.01.2012 qua offer of Possession. | Annexure A – 4 | | | | | |
| Sr. No. | Details of Document | Annexure no. | Page No. | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Initial Apartment Builder Agreement dated 30.01.2008 | Annexure A – 1 | | | | | | | | | | | | | | | | | | | | | | | |
| 2. | Subsequent Apartment Buyer Agreement dated 23.11.2019. | Annexure A – 2 | | | | | | | | | | | | | | | | | | | | | | | |
| 3. | Advertisements floated by the respondent collectively | Annexure A – 3 | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | Letter dated 05.01.2012 qua offer of Possession. | Annexure A – 4 | | | | | | | | | | | | | | | | | | | | | | | |
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FORM 'M'

COMPLAINT TO AUTHORITY

For use of Regulatory Authority Office

Date of filing : _____

Date of (receipt at the filing counter of the Registry / receipt by post / online filing)

Complaint No. _____

Signature _____

Registrar _____

REAL ESTATE REGULATORY AUTHORITY – HIMACHAL PRADESH

Between

Mr. Gagan Raj Singh & Avtar SinghComplainants

And

Ahlawat Developers and Promoters.....Respondent

Details of claim

| | | |
|----|--|---|
| 1. | Particulars of the complainant i.) Name of the complainants ii.) Residence of the complainant iii.) Address for service of all notices iv.) Contact Details | Mr. Gagan Raj Singh S/o Sh. Gajender Singh & Avtar Singh S/o Babua Singh House No- 5200 / 1, Modern Housing Complex, Manimajra, Chandigarh – 160101 # 58 / 1, Gobindnagar, Pakhowal road, P.O. Model Town, Ludhiana, Punjab. Phone : 93569-77449 E-mail ID : gaganrajsingh409@gmail.com |
| 2. | Particulars of the respondent i.) Name of the respondent ii.) Office Address of the respondent iii.) Address for service of all notices iv.) Contact Details | Jagjit Singh Ahlawat S / o Umed Singh Himachal One Baddi #46 , Sector 10 , Panchkula , Haryana Phone : 9988773558 |

| | | |
|----|-------------------------|--|
| | | E-mail ID: adp_projects@yahoo.co.in |
| 3. | Jurisdiction Authority: | The Subject matter of claim falls within the Jurisdiction of the Authority |
| 4. | Facts of the case | <p>1. That a flat no. 201, 2nd Floor – A – 3 Tower , Himachal one Baddi, Tehsil - Nalagarh, District - Solan, Himachal Pradesh had been purchased in 30.01.2008 for Rs. 19,01,400 /- (including breakup) out of which Rs. 17,51,400 was basic sale price and Rs. 1,50,000/- were parking charges for 1575 sq. feet of the area vide revised Apartment Buyer Agreement dated 23.11.2019 by applicants.</p> <p>2. That entire payment of Rs. 19,01,400 /- stands cleared by the complainants long time back and physical possession for the flat purchased and in dispute was offered on 05.01.2012 vide Annexure – A - 4 by the respondent.</p> <p>3. That the Respondent though promised to execute registry of the flat by March / April, 2012 vide Annexure – A – 4, but he does not possess Occupation Certificate, Permission under Section – 118 of the H.P Tenancy and Land Reforms Rules. Not only this even Completion Certificate from the competent Govt. authority is not available with the respondent.</p> <p>4. That in case the advertisements (Annexure – A – 3) floated by the respondent in different newspapers are perused, it was specifically mentioned in the same that even the Non – Himachalis can also buy, hence, it is and not was the responsibility of the respondent to obtain the same. The respondent indulged in unfair trade practice by propagating that he had permission under Section – 118 even otherwise in case the apartment buyer agreement executed by the respondent initially is perused, same does not whisper even a single sentence about the permission under Section – 118. The Complainants since are stuck in the clutches of respondent, hence they were compelled to execute another</p> |

were compelled to execute another Apartment Buyer Agreement dated – 23.11.2019, as Unilateral Conditions are imposed every time in the agreement and correspondence of the respondent. In case the earlier agreement and latest agreements are perused the respondent in an autocratic manner has kept conditions that in case of any default by the allottee, the allotment can be cancelled and earnest money can be forfeited. After that the allottee shall have no right or interest in the flat in dispute (See para 5 of initial agreement) and the respondent shall have sole and free discretion to deal with the flat and the amount remaining shall be refunded with out any interest and compensation etc. The conditions are in violation of the law laid down by the **Hon'ble Apex Court in Ireo Grace Realtech P. Ltd. V/s Abishek Khanna, decided on 11.01.21, bearing no.: C. A. No.: 5785 / 2019.**

5. That in the subsequent agreement though, the respondent claimed to get the completion certificate within 9 months from BBND & registration work of flats also to be completed in 9 months, but almost two years are about to elapse and the Occupation Certificate, Registration work and Completion Certificate is yet to see light of the day. Though the respondent also claimed to pay a meager sum of Rs. 10,000/- as rent, the complainants are not even getting the same and due to the above mentioned illegal acts of the respondent even the relation of the complainants have become sour. The Applicant has undergone heart surgery and being senior citizen, he is being harassed by the respondent every now and then by sending baseless letters.

6. The Complainants since last 14 years have been made rolling stone as neither status of the flat purchased is clear nor they could enjoy the money spent for the same that at the risk of repetition. It is most humbly submitted that in the advertisements and ABA, though the respondent promised to install **Elevators from Schiendler of Switzerland along with Club House, Billiards, Lawn Tennis, Children Play Area, Swimming Pool**, but all the claims were false as a local made elevator has been installed

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| | | <p>and plotting has been done in the areas mentioned as club house, billiards, lawn tennis, children play area and in the swimming pool area. Apart from the amenities above mentioned , even basic amenities like electricity , water and sewerage are missing and respondent is sending letter to execute conveyance deed. No electricity safety equipment is present for the towers 3 & 4 and life danger and hazards are visible as the wires are not even properly tied in the area. Even supply of water is being done from only tower 1 tank by putting temporary pipes to tower 3 & 4 and sub – standard material and articles are being used to deliver the possession and investors like applicant are being compelled to accept the possession as their hard – earned money is stuck up with the respondent. Though the respondent is sending letters to take the possession of the property because many other buyers have filed complaints against him with this authority but the actual position of the flat is not even near to livable. Hence, a grave danger to life is always their if the buyers like applicant are compelled to live in the flats in dispute. All these facts also reflects the sincerity and business hospitality of the respondent.</p> |
| 5. | Relief Sought | <p>The Respondent maybe directed to execute conveyance deed after registration in favor of the complainant by submitting Occupation certificate, Completion Certificate or in the alternative the respondent maybe directed to refund the amount along with interest @ 12 percent per annum since the date of their respective receipts along with compensation</p> <p>or punitive damages to the tune of Rs. 1,50,000/- since complainant No. 2 is a senior citizen. Being Senior citizen to take proper decision for peaceful last leg of life of the applicant no. 2 .</p> |
| 6 . | Interim Order , if prayed for | <p>During the pendency of this complaint the respondent maybe directed to tender or submit occupation certificate and completion certificate with Ld. Authority.</p> |
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| 7. | Complainant not pending with another court, etc | No court case has been filed by the complainant till today against the builder . |
| 8. | Particulars of fee paid ; Online payment transaction. | Amount Rs. 500/- Payment ID - Transaction ID - Dated - |
| 9. | List of enclosures i.) Copies of the documents relied upon by the complainant and referred to in the complaints ii.) An index of documents iii.) Other documents as annexed along with the complaint . | 1. Initial Apartment Builder Agreement dated 16.07.2011 (Annexure A - 1) 2. Subsequent Apartment Buyer Agreement dated 23.11.2019. (Annexure A - 2) 3. Advertisements floated by the respondent collectively (Annexure A - 3) 4. Copy of Possession Letter dated 17.10.2021 (Annexure A- 4) 5. Copy of letter dated – 09.01.2022 for execution of conveyance deed (Annexure A - 5) |
| | | Signature of the complainant |

Verification

I , Gagan Raj Singh S/o Sh. Gajender Singh the complainant do hereby verify that the contents of paragraphs (1 – 9) are true to my personal knowledge and belief and that I have not suppressed any material facts.

Place : Shimla

Date :

Signature of the complainant

| | |
|----------------|--|
| Reliefs Sought | During the pendency of this complaint the respondent maybe directed to tender or submit occupation certificate and completion certificate with Ld. Authority. |
|----------------|--|









Complainant Details

| | Personal Info | Contact Details | Address | Notice Address |
|----|---|--|---|---|
| 1. | GAGAN RAJ SINGH Father : Sh. GAJENDER SINGH Type : Allottee | 9356977449 gaganrajsingh409@gmail.com | H.No.-5200/1,, Modern Housing Complex, Manimajra, Chandigarh,, Chandigarh, Chandigarh, 160101 | H.No.-5200/1,, Modern Housing Complex, Manimajra, Chandigarh,, Chandigarh, Chandigarh, 160101 |

Respondent Details

| | Personal Info | Contact Details | Address | |
|----|---|--|--|--|
| 1. | JAGJIT SINGH AHLAWAT Type : Project Category : Individual | 9988773558 adp_projects@yahoo.co.in | #46,, Sector 10, Pachkula, Panchkula, Haryana, 134113 | |

Documents relied upon by the complainant and referred to in the complaint

| | | |
|----|--------------|---|
| 1. | Annexure A1 |   |
| 2. | Annexure A2 |   |
| 3. | Annexure A 3 |   |
| 4. | Annexure A 4 |   |

Other Documents as annexed along with the complaint

 No Records to Display

Declaration

Jurisdiction of the Authority

☒ I **GAGAN RAJ SINGH** declare that the subject matter of the claim falls within the jurisdiction of the authority.

Complaint not pending with any other Court

Whether this Complaint is pending with any other court, etc.? : **No**

☒ I **GAGAN RAJ SINGH** declare that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal(s).

Declaration and Verification

☒ I **GAGAN RAJ SINGH, S/O Sh. GAJENDER SINGH** do hereby verify that the given details are true to my personal knowledge and belief and the i have not suppressed any material fact(s).

Place : **Shimla**

Date : **14/06/2022**

Registration Fee

Fee Amount

₹ 500

Payment Status :  **Payment Received**

Payment Mode : **Online**

Transaction No. : **HPR140620220002**

Transaction Date : **14/06/2022 04:39 PM**

Bank Details : **sbiipay~202216502499722**