



Real Estate Regulatory Authority

Government of Himachal Pradesh

Complaint Application

Application No.

CTA0720220001

printed : 25-04-2024 12:17 AM

Complaint Details

Complaint Subject

Debgopal Bhar Versus Ahlawat Developers & Promoters

Facts of the complaint

REAL ESTATE REGULATORY AUTHORITY – HIMACHAL PRADESH

Between

Mr. Debgopal Bhar **Complainant**

&

Ahlawat Developers & Promoters **Respondent**

INDEX OF DOCUMENTS

Sr. No.	Details of Document	Annexure no.	Page No.
1.	Initial Apartment Builder Agreement dated 30.09.2015.	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 Letter dated 17.03.2022	Annexure A - 4	
5.	Copy of letter dated 14.04.2022.	Annexure A – 5	

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. Debgopal Bhar**Complainant.**

And

Ahlawat Developers and Promoters.....**Respondent.**

Details of claim

1.	Particulars of the complainant i.) Name of the complainant ii.) Residence of the complainant iii.) Address for service of all notices iv.) Contact Details	Debgopal Bhar, S/o Sh. Panchugopal Bhar R/o House No.: 4, M – Block, Arisht Spinning Mills, Sai Road, Baddi, District – Solan, H. P. – 173205. Phone : 88947 – 23212. E-mail ID : debgopalbhar@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: adpprojects@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. 301, 3rde floor, Tower A –4, Himachal one Baddi, Tehsil- Nalagarh, District-Solan, Himachal Pradesh had been purchased in November, 2015 for Rs. 25,00,000 /- as basic price circulated at the rate of Rs.1,575 /- per sq. feet of the area vide revised Apartment Buyer Agreement dated 23.11.2019 by the applicant / complainant. It is pertinent to mention here a sum of Rs. 1,50,000/- additional sum was also paid to the respondent as the respondent was unable to complete the flats. This fact finds mentioned in agreement in which 9 months time period was mentioned for the completion of the flat in dispute and the amount of Rs. 1,50,000/- was to be returned by the respondent within 2 years as per clause 5 of the revised agreement. Not to talk of return of Rs. 1,50,000/- paid extra to the respondent in 2 years i.e. by 2021 as agreed, even the interest of the same is not being paid.</p> <p>2. That entire payment of Rs. 25,00,000 /- also stands made by the applicant/ complainant to the respondent.</p> <p>3. That the Respondent vide clause 6 of the Apartment buyer revised agreement though promised to execute registry of the flat, 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</p>
----	-------------------	---

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 Apartment Buyer Agreement dated – 23.11.2019, as Unilateral Conditions are imposed every time in the agreement and correspondence of the respondent as recently in letter dated 17.03.2022 (Annexure-A-4) the respondent is first time mentioning despite receiving entire sale consideration that permission under Section – 118 is required for individuals, who do not have a agriculturist certificate whereas same never found any mention in the agreements nor in the advertisements floated. Subsequently in another letter dated 14.04.2022 (Annexure-A-5) the respondent crosses all previous limits as he is asking complainant to submit the permission u/s 118 of H. P. Land Tenancy & Reforms Act, 1975 to respondent, which shows the business hospitality and high headedness of the respondent, who simply has swallowed money and is harassing the people like complainant every now and then by rising from deep slumber after years together.

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 three years are about to elapse and the Occupation Certificate, Registration work and Completion Certificate is yet to see light of the day.

6. The Complainant since last 7 years has been made rolling stone as neither status of the flat purchased is clear nor he could enjoy the money spent for the

		<p>same. 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 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 like Annexures - A-4 & A-5 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 near to livable. Hence, a grave danger to life is always there if the buyers like applicant are compelled to live in the flats in dispute. All these facts also reflect 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 Rs. 25,00,000/- along with interest @ 12 percent per annum since the date of their respective receipts along with compensation or punitive damages to the tune of Rs. 75.000/- as</p>

		he has been subjected to unnecessary litigation.
6.	Interim Order , if prayed for	During the pendency of this complaint the respondent maybe directed to tender or submit occupation certificate and completion certificate with Ld. Authority.
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, Deb Gopal Bhar, S/o Sh. Panchu Gopal Bhar 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

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 Rs. 25,00,000/- along with interest @ 12 percent per annum since the date of their respective receipts along with compensation or punitive damages to the tune of Rs. 75,000/- as he has been subjected to unnecessary litigation.











Complainant Details

	Personal Info	Contact Details	Address	Notice Address
1.	DEBGOPAL BHAR Father : Sh. PANCHUGOPAL BHAR Type : Other	8894723212 debgopalbhar@gmail.com	house no #04 , M-Block,Arisht Spinning Mills , Sai Road , Baddi, Tehsil Baddi, house no #04 , M-Block,Arisht Spinning Mills , Sai Road , Baddi, Tehsil Baddi, Solan, Himachal Pradesh, 173205	Ahlawat Developers & Promoter House No. 46 , Sector 10, Panchkula s, Ahlawat Developers & Promoter House No. 46 , Sector 10, Panchkula s, Panchkula, Haryana, 134113

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	 
5.	Annexure A 5	 

Other Documents as annexed along with the complaint

 No Records to Display

Declaration

Jurisdiction of the Authority

☒ I **DEBGOPAL BHAR** 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 **DEBGOPAL BHAR** 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 **DEBGOPAL BHAR**, do hereby verify that the given details are true to my personal knowlege and belief and the i have not suppressed any material fact(s).

Place : **Shimla**

Date : **03/07/2022**

Registration Fee

Fee Amount

₹ 500

Payment Status :  **Payment Received**

Payment Mode : **Online**

Transaction No. : **HPR040720220001**

Transaction Date : **04/07/2022 12:21 PM**

Bank Details : **sbiipay~202218591258300**