



# Real Estate Regulatory Authority

Government of Himachal Pradesh

Complaint Application

Application No.

CTA0320220004

printed : 19-04-2024 06:17 AM

## Complaint Details

Complaint Subject	Complaint against Builder M/S Rajdeep and Company
Facts of the complaint	<p>1. That complainant is presently the resident of 1433, Sector-3, Opposite DAV Public School, Kurukshetra, Haryana and earlier at the time of agreement the plaintiff was residing at Sheetal Cottage, Bothwell Estate, Sanjauli, Shimla, H.P. The complainant entitled to file and maintain the present complaint against the Respondents on the basis of the facts stated hereinbelow.</p> <p>2. That the Respondent no.1 are in the business of real estate and deals in constructing and selling the residential apartments and the respondent no. 2 and 3 are office bearer of the respondent no.1 company. In the year2018, the respondents made / floated an advertisement wherein the respondents had declared that the company is undertaking a construction of residential apartment at "Residency Himalaya's" at Khata Khatauni No. 4/5 min, Khasara No 42/10/1 situated at Mohal Bharari, Tehsil &amp; District Shimla(U), HP and the residential apartment under construction are for sale.</p> <p>3. That the complainant after being satisfied with the location of apartment and after relying upon the promise made by the respondents, agreed to purchase a flat for the total consideration of Rs. 49,00,000/- and an agreement dated 14<sup>th</sup> May 2018 was prepared by the respondents and the complainant signed the same on 10.06.2018 at Shimla. As per agreement dated 14.05.2018, the Respondents issued an allotment letter dated 22.05.2018, whereby the respondents had allotted the flat No. 301, floor 3<sup>rd</sup>, Tower-S having 2 bedrooms with super built up area of 980 sqf. in "Residency Himalaya's". According to agreement as well as the allotment letter the payment schedule was required to be paid according to the builder settlement plan (BSP) and payment of 25% of the total consideration was to be made compulsorily as earnest amount, So, out of the mutually agreed sum of Rs. 49,00,000/- the complainant paid an amount of Rs. 12,25,000/- and the same is duly acknowledged by the respondents. However, for the sake of proof, the complainant is enclosing the entire receipt qua payment made by the complainant to the respondent herewith.</p> <p>4. That vide builder - buyer agreement dated 14.05.2018 executed between the complainant and the respondents herein had promised to handover the vacant possession of the flat within 15 months from the date</p>

handover the vacant possession of the flat within 15 months from the date of the allotment letter and a 3 month period was considered as grace period and The balance sum was agreed to be paid as per BSP. It was agreed in the agreement dated 14-05-2018 itself, that in case the complainant fails to pay the amount according to agreed terms, the developer/Respondents shall have a right to terminate the agreement and the earnest amount would stand forfeited, and on the other hand in case the defendant fails to comply the terms of the agreement, then the complainant will have the right to recover Rs. 5/- per sqf per month for the entire period of any such delay. If the entire agreement is seen, it can be found that the agreement is completely biased and proper penalty clause in case of failure on the part of the respondent has not been incorporated.

5. That since the agreement was prepared and allotment letter was issued but as of today even the plinth have not been formed / constructed / prepared. Despite the repeated requests by the complainant, the respondents are not complying the terms of the agreement on their part and does nothing except false and fake assurance that soon the company will start the execution of work and the possession of the flat shall be given to the complainant at earliest, but till date nothing affective has been done. Now, to the contrary, when the complainant makes the request or wants to know the position, the respondent no.2 use to humiliate the complainant by various means. The complainant herein had once even asked the defendant to return the amount with interest, but the defendant totally denied and use to make fool of the complainant and the respondents herein are enjoying the earnest money paid by the complainant after borrowing from her relatives and friends. Except this the complainant had to pay the rent for the rental accommodation since long, just due to the reason that the respondents are not handing over the vacant possession of the flat as agreed upon or as per the allotment letter.

It is clear from the conduct of the Respondents that they are not committed to abide by the terms and condition of the agreement dated 14<sup>th</sup> of May, 2018 or of the allotment letter. The complainant is now suffering continuous undue harassment, mental torture and financial loss on account of non-execution of work of residential apartment at "Residency Himalaya's" at Khata Khatauni No. 4/5 min, Khasara No. 42/10/1 situated at Mohal Bharari, Tehsil & District Shimla(U), HP, as agreed.

6. That the complainant in the above narrated facts and circumstances is left with no option, except to file the present complaint seeking relief from this Learned Court / Adjudicating Authority, with a request to direct the Respondents to return the earnest money / amount along with **penalty and interest @ 18% per annum** from the date of payment of the earnest amount by the complaint to till the date of the realization of the same and

	further the respondents may kindly be punished in accordance with law.
Reliefs Sought	<b>complaint may kindly registered and after going through the complaint, the respondents herein may kindly be directed to return the earnest money of amounting Rupees 12,25,000/- with penalty and interest @ 18% per annum from the date of payment of the earnest amount by the complainant to the respondents and further the respondents may kindly be punished in accordance with law as mentioned under section 59 to 64 of the RERA in the interest of law and justice.</b>

Complainant Details

	Personal Info	Contact Details	Address	Notice Address
1.	KARUNA SHEEL Father : <b>Sh. MADAN SINGH ANAND</b> Type : <b>Other</b>	9736131583 karunasheel85@gmail.com	1433/3 Opp DAV PUBLIC SCHOOL, Sector 3, Kurukshetra, Haryana, 136118	1433/3 Opp DAV PUBLIC SCHOOL, Sector 3, Kurukshetra, Haryana, 136118











## Respondent Details

	Personal Info	Contact Details	Address	
1.	1. M/S. RAJDEEP & COMPANY INFRASTRUCTURE PRIVATE LIMITED Type : <b>Agent</b> Category : <b>Individual</b>	9459300039 info@rajdeepandcompany.com	SCO 12,First Floor, Hollywood Plaza, VIP Road Zirakpur, Mohali, Punjab, 140603	
2.	RAJDEEP SHARMA Type : <b>Agent</b> Category : <b>Individual</b>	9459300039 info@rajdeepandcompany.com	M/s Rajdeep& Company Infrastructure Private Limited, R/o Tower No. A2, Penthouse No.1, Nirmal Chaya, Zirakpur, Mohali, Punjab, 140603	
3.	SMT. SHAKUNTALA DEVI Type : <b>Other</b>	9459300039 info@rajdeepandcompany.com	M/s Rajdeep& Company Infrastructure Private Limited, R/o Village Jakhal, Tehsil Rohru, Shimla, Himachal Pradesh, 171207	

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

1.	Complete File With Signature	 
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Other Documents as annexed along with the complaint

1.	Demand Draft Copy	 
2.	Builder Buyer Agreement	 
3.	Allotment Letter	 
4.	Transaction Details Bank	 
5.	Payment Receipts	 

## Declaration

### Jurisdiction of the Authority

☒ I **KARUNA SHEEL** 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 **KARUNA SHEEL** 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 **KARUNA SHEEL**, D/O **Sh. MADAN SINGH ANAND** 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 : **KURUKSHETRA**

Date : **07/03/2022**

Registration Fee

Fee Amount

₹ 500

Payment Status :  Details Submitted

Payment Mode : Bank Draft

DD No. : 007514  View DD

DD Date : 17/02/2022

Bank Details : UCO BANK

Account Holder : KARUNA SHEEL