



Real Estate Regulatory Authority

Government of Himachal Pradesh

Complaint Application

Application No.

CTA1020230002

printed : 03-05-2024 12:44 PM

Complaint Details

Complaint Subject	Complaint against M/s Rajdeep & Co. Infra P Ltd for Flat 102, Residency Himalaya, Simla, HP - 171003
Facts of the complaint	<p>To:</p> <p>Shri Srikant Baldi, IAS (Rtd.),</p> <p>Chairperson,</p> <p>Real Estate Regulatory Authority (RERA,</p> <p>Annexe Building Majitha House,</p> <p>Near H.P. Secretariat,</p> <p>Chhota Shimla-171002.</p> <p>Subject: Complaint on behalf of Pritpal Singh, S/o Shri Mohinder Singh, R/O 140, Anand Niwas Annexe, Set No.3, Engine Ghar, Sanjauli, Shimla-6 (Urban), against developers of Residence Himalyas, Shimla, namely M/s Rajdeep & Co. Infrastructure Private Limited, having Corporate Office SCO-12, First Floor, Hollywood, Plaza, VIP Road, Zirakpur, Punjab-140 603.</p> <p>Sir,</p> <p>I have the honour to submit as follows :-</p> <p>1. That M/s Rajdeep & Co. Infrastructure Private Limited, a company duly constituted and registered under the Companies Act, 1956 having its registered office at SCO-12, First Floor, Hollywood, Plaza, VIP Road, Zirakpur Punjab-140603 and PAN No.AAFCR674Q through its Director/authorised signatory Shri Rajdeep Sharma, S/o Shri Sansar Chand, Resident of Tower A-2, Pent House No.1, Nirmal Chhaya, Zirakpur, proclaim to be developers to construct residential apartments under the name and style of Residency Himalayas at Bharari, Tehsil and District Shimla (H.P.).</p> <p>2. That the company had advertised for sale of flats in Residence Himalayas at Bharari and I had also approached to the company for purchase of a flat No.102 in the First Floor of Tower-F having 2 BHK covered with super area of 980 Sq.feet and the basic sale price of the flat was Rs.39,25,500/-, herein referred to as Flat. Agreements to Sell Residential Apartments were also revised in writing by the Company with me on 20.3.2018 and in terms of the said Agreement, it was undertaken by the developer to hand over possession of the</p>

Agreement, it was undertaken by the developer to hand over possession of the Flat in the month of December, 2018 and further extension of three months with the consent of parties in term No.29 of the Agreement. I had paid substantial part of the sale consideration of the flat No.102 and Letter of Allotment were also issued by the company in the month of December, 2017 and there has been delay in execution of construction work of the flat despite deposit of payment in time by me and false assurances were given by the Company to me for handing over possession of the flat. I have been requesting the company to hand over well-furnished possession of the flat as agreed, but the management of the company on one pretext or the others have failed to perform their part of the contract and subsequently on payment of the sale consideration of the flat to the company, another letter of allotment with change in sale consideration and mode of payment was issued on 6.8.2020 respectively. The detail of amount deposited/paid to the company was also acknowledged by the company.

4. That the developer vide letter of allotment dated 20.8.2018 issued at the time of execution of the Agreements had also assured the rental value of the flat at Rs.4.00 lakhs per annum with further enhancement of 7.5% every three years simultaneously. I had paid sum of Rs. 23,99,658/- being part of sale consideration of the said unit as described above and delay in handing over possession of the Flat is causing great hardship to me and failure of the developer to perform its part of the contract is unfair trade practice and certainly there is deficiency in service agreed to be provided for sale consideration and the legal and strict action for cancellation of registration of licence and forfeiture of security is required to be taken against the developer with the direction to either hand over vacant possession of the flat to me or alternatively, the Builder may opt for reimbursement at a rate corresponding to the prevailing market value of a similar property with comparable amenities located in the vicinity, given the increase in property valuations.

5. That the applicant has been deprived from enjoying his right in the Flat agreed to be sold by the developer especially when the developer company has failed to hand over the possession of the Units in terms of the Agreements within the time as agreed. It is further submitted that the applicant could have earned more than Rs.4 to 5 lakhs per year as rental income of the said Unit and the applicant has been put to use financial loss by the developer by indulging in unfair trade practice, therefore, the developer is also liable to pay the damages on account of loss of income from the said Unit which is assessed at Rs.25.00 lakhs.

6. That I am ready and willing to purchase the Flat and perform my part of the contract and you being Regulatory Authority have jurisdiction under the law to proceed against developer company in accordance with law having jurisdiction vested with the Authority. The time was essence of the contract between the parties and the developer had incorporated clause in the Agreement by imposing penalty on the purchaser in delay of payment and

whereas on the other hand the developer has not performed its part of the contract by handing over possession the Flat within time, hence I approached to this Authority for seeking justice and taking legal action against developers.

In view of the submissions as made above, I submit that my grievances against the developers may be taken into consideration by putting law in motion against the developer who had committed act of breach of trust and other offences under the law.

Shimla

Dated: (Pritpal Singh),
S/o Shri Mohinder Singh,
R/O 140, Anand Niwas Annexe,
Set No.3, Engine Ghar, Sanjauli,
Shimla-6 (Urban)

Applicant

Reliefs Sought

I kindly request the esteemed Chairperson, Mr. Srikant Baldi, IAS (Retired), to graciously consider intervening in the aforementioned matter. Your esteemed intervention, based on the facts outlined above, would be greatly appreciated, and we humbly request your assistance in ensuring justice is served. Additionally, we kindly urge you to facilitate appropriate compensation from the builder and oversee the prompt handover of the property. Your assistance in this matter would be highly valued.

Complainant Details

	Personal Info	Contact Details	Address	Notice Address
1.	PRITAL SINGH Father : Sh. MOHINDER SINGH Type : Allottee	8627882311 pritpalsingh.mes@gmail.com	140 Anand Niwas, Annexe Set#3, Engine Ghar, Sanjouli, Urban, Shimla, Himachal Pradesh, 171006	140 Anand Niwas, Annexe Set#3, Engine Ghar, Sanjouli, Urban, Shimla, Himachal Pradesh, 171006

Respondent Details

	Personal Info	Contact Details	Address	
1.	RAJDEEP SHARMA Type : Project Category : Individual RERA Reg No : HPRERASHI2023066/P	9876400039 admin@rajdeepandcompany.com	Rajdeep & Co. Infrastructure Private Limited,, SCO-12, First Floor, Hollywood, Plaza VIP Road, Mohali, Punjab, 140603	

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

1.	Complaint Letter	 
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Other Documents as annexed along with the complaint

1.	BBA	 
2.	Allotment Letter & Payment Details	 

Declaration

Jurisdiction of the Authority

☒ I **PRITPAL 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 **PRITPAL 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 **PRITPAL SINGH**, S/O **Lt. Sh. MOHINDER 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 : **Sanjouli, Simla**

Date : **03/10/2023**

Registration Fee

Fee Amount

₹ 500

Payment Status :  Payment Received

Payment Mode : Online

Transaction No. : HPR031020230003

Transaction Date : 03/10/2023 12:17 PM

Bank Details : SBIN~327677641449