

**REAL ESTATE REGULATORY AUTHORITY
HIMACHAL PRADESH**

Complaint No.HPRERA2022021/C

1. Vipin Kumar Singhal Son of Late Sh. Om Prakash Singhal, Resident of House No.892,Sector 12, Panchkula 134112 Haryana
2. Parul Singhal daughter of Late Sh. Ashok Kumar Jain, resident of House No.892, Sector 12, Panchkula 134112 Haryana

..... Complainant(s)

VERSUS

1. Ahlawat Developers and Promoters (Partnership Firm),KhasraNo.602-608,610-611,MalkuMajra (Opposite Dr. Reddy Laboratories) Tehsil Baddi, Solan , Himachal Pradesh 173205
2. Jagjit Singh Ahlawat, (Partner) Ahlawat Developers and Promoters, House No.46,Sector 10,Panchkula 134109 Haryana
3. Suman Ahlawat, (Partner) Ahlawat Developers and Promoters, House No.46, Sector 10, Panchkula 134109 Haryana
4. Parik Ahlawat son of Jagjit Singh Ahlawat & Suman Ahlawat, House no.46, Sector 10, Panchkula 134109 Haryana
5. Department of Town and Country Planning, Himachal Pradesh, through its Director,Yojna Bhawan, Block No.32A , SDA Complex Vikas Nagar, Shimla 171009, Himachal Pradesh
6. Baddi Barotiwala Nalagarh Development Authority, through its Chief Executive Officer, EPIP-I, Jharmahri, Baddi 174103, District Solan, Himachal Pradesh

.....Respondent(s)

Present :- Sh. Sanjeev Sharma Ld. Counsel for complainant(s) along with Sh.Vipin Kumar Singhal
Ms. Neha Gupta, Ld. Counsel alongwith Sh. Jagjit Singh Ahlawat for respondent no. 1 to 3
None for Respondent No.5, Director TCP, H.P. Shimla
Sh. Ganesh, ATP for respondent No.6 CEO, BBND, Baddi

Final date of hearing:-18.04.2023

Date of Pronouncement of order:-19.05.2023



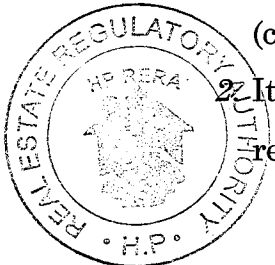
Order

Coram: - Chairperson and Member

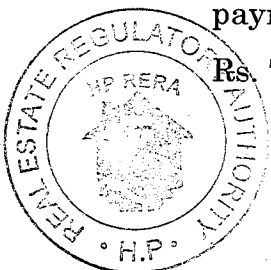
FACTS OF THE COMPLAINT:

1. That the relevant facts in brief giving rise to the present petition are that complainant no. 2 Parul Singhal booked a flat and executed an 'agreement for sale' for purchase of the Flat no. 501 on 09.09.2015 for a total sale consideration of Rs. Twenty Five Lakhs which was inclusive of Service Tax/ GST and / or other taxes applicable. A copy of agreement for sale dated 09.09.2015 is annexure -1 with the complaint. The allotment letter (annexure-II) dated 9.9.2015 specified that the respondents no. 1 to 3 promised to deliver the possession of the said unit to the complainant(s) by March 2016. It was further pleaded that the complainant No.2 gave a cheque No. 894347 dated 07.09.2015 for Rs. Five Lakhs and the balance payment of Rs Twenty Lakhs was agreed to be paid to the respondents no. 1 to 3 by way of bank loan. It was further pleaded that the respondents at the time of execution of agreement for sale requested the complainant No.2 to pay the amount of Rs. Five Lakhs in cash instead of cheque, and the respondents no. 1 to 3 promised to return to the complainant no.2 the cheque No.084347 dated 7.09.2015. It was further pleaded that the complainant No. 2, thereafter paid an amount of Rs. Five Lakhs in cash to the respondents no. 1 to 3. It was further pleaded that after the receipt of cash payment of Rs. Five Lakhs the respondents no. 1 to 3 executed a Tripartite Agreement (annexure -III) on 30.09.2015 with Punjab National Bank and an amount of Rs Twenty Lakhs was further paid to the respondents no. 1 to 3 by Punjab National Bank on behalf of the complainant on 05.10.2015. It was further pleaded that respondents no. 1 to 3 duly admitted in the Tripartite Agreement of having received an amount of Rs. Five Lakhs from the complainant. It was further pleaded that the respondents have issued payment receipt dated 07.09.2015 for Rs. Five Lakhs and also issued payment receipt dated 05.10.2015 for Rs. Twenty Lakhs which are annexure-iv (collectively).

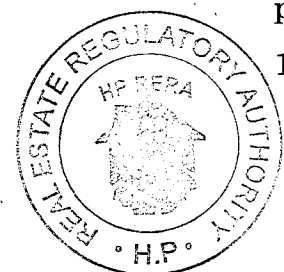
2. It was further pleaded that the respondents no. 1 to 3 promised assured return rentals of Rs. Fifteen Thousand per month till the offer of possession of the



Flat no. 501. It was further pleaded that in lieu of the assured rental payments of Rs. Fifteen Thousand per month to be made to the complainant till the offer of possession, the respondents undertook to pay the EMI(s) to Punjab National Bank and the complainants duly agreed for the same. In lieu of agreed assure rental payment respondents no. 1 to 3 started making the payments towards EMI and interest to Punjab National Bank with effect from 30.09.2015. It was further pleaded that later on the respondents no. 1 to 3 did not honour their commitment and became very erratic and irregular in making payments of EMI(s) and interest to Punjab National Bank. It was further pleaded that due to non payment of EMI(s) by the respondents no. 1 to 3 the loan account of the complainants became irregular w.e.f. 16.11.2017. It was further pleaded that recovery proceedings were also threatened to be initiated by Punjab National Bank against the complainants for the said loan. It was further pleaded that the construction of the project had remained stalled since the time of execution of agreement for sale dated 09.09.2015, and the lift in the Tower A-3 was also not installed. It was further pleaded that the respondents no. 1 to 3 being unable to pay the assured EMI(s) and interest to PNB and in order to discharge their monthly assured rental returns liability of Rs. Fifteen Thousand per month, in December 2018 offered the complainant Flat no. 103 in 1stFloor in Tower A-3 and assured to deliver the possession of the said flat within 6-12 months by reallotting the same. It was further pleaded that the respondents no. 1 to 3 were unable to provide the necessary fitting and fixtures in the said flat no. 103 and the complainants were forced to accept the possession of the incomplete flat. It was further pleaded that the complainant No.2 Parul Singhal was issued a re-allotment letter(annexure-vii)for Flat no. 103on 30.12.2018. It was further pleaded that at the time of re-allotment of flat no.103 complainants were further forced to make additional payments. It was further pleaded that complainant no.2 was constrained to seek financial help from her father in law Vipin Kumar Singhal complainant no. 1.It was further pleaded that thereafter the complainants made further payment(s) totalling Rs.8.45 Lakhs to the respondents no. 1 to 3 in addition to Rs. Twenty Five Lakhs paid by the complainants and thus it was pleaded that

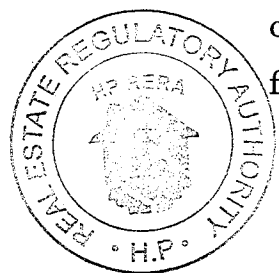


total amount of Rs 33.45 Lakhs was paid to the respondents no. 1 to 4. It was further pleaded that respondent no. 4 Parik Ahlawat who is the son of Jagjit Singh Ahlawat and Suman Ahlawat, who are both partners of Ahlawat Developers and Promoters, acknowledged the receipts of above said amounts on behalf of respondent no. 1 partnership firm Ahlawat Developers and Promoters. A copy of bank account summary of above said amounts paid to the respondents is annexed as annexure-viii with the complaint and a copy of consolidated acknowledgement receipt by respondent no. 4 Parik Ahlawat of having received the said amount on behalf of respondents no. 1 to 3 is annexed as annexure-ix with the complaint. It was further pleaded that the complainant no. 2 who is the daughter in law of complainant No. 1 Vipin Singhal , was under continuous pressure from the Punjab National Bank for repayment of loan amount of Rs. Twenty Lakhs as the loan account had become a 'Non Performing Asset'. It was further pleaded that Vipin Kumar Singhal was the guarantor to the said housing loan in favour of complainant no. 2 by PNB. It was further pleaded that complainant no. 1 Vipin Kumar Signal, in June 2019 paid an amount of Rs. Twenty Five Lakhs to Parul Singhal by way of a sale agreement dated 27.06.2019 for Flat No. 103. It was further pleaded that the complainant No.2 Parul Singhal repaid the entire housing loan of Rs. Twenty Lakhs and respondents No.4 Parik Ahlawat also acknowledged the said loan repayment. It was further pleaded that thereafter the Punjab National Bank issued a Loan Repayment /No Dues Certificate against the housing Loan 293800NC00231003 towards Flat No.501 on 24.07.2019.A copy of the PNB 'No Dues Certificate' dated 24.07.2019 is annexed as annexure-xi. It was further pleaded that the complainants submitted all the documents such as loan repayment Certificate /No Dues Certificate from the bank as well as sale agreement to the respondents no. 1 to 3and thereafter they issued a transfer, re-allotment and possession letter(annexure-xii) in respect of Flat no. 103 in the name of the complainant no.1 Vipin Kumar Singhal on 30.07.2019.It was further pleaded that the physical possession of Flat no. 103 was also delivered to complainant no. 1Vipin Kumar Singhal on 30.07.2019.It was further pleaded that the



respondents no. 1 to 3 had also assured to execute an agreement for sale as per the provision of the RERD Act, 2016 for Flat No. 103 but they have failed to execute the same till date. It was further pleaded that the complainants on receiving physical possession of Flat no. 103 carried out all the necessary repairs, installed sanitary fittings in bathrooms and kitchen, complete wood work in all the bedrooms and got constructed the wooden modular kitchen, mesh doors and windows at an extra cost of approximately Rs. 3.5 Lakhs. It was further pleaded that by November 2020 the complainants rented out the said Flat at a monthly rent of Rs. Fifteen Thousand.

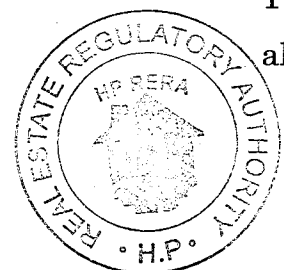
3. It was further pleaded that the complainants received a letter no. ADP/JAN/2022 dated 09.01.2022 from the respondents no. 1 to 3 wherein they asked the complainants with regard to the execution of conveyance deed of previously allotted Flat no. 501, whereas the respondents no. 1 to 3 have reallocated Flat no. 103 to the complainants. It was further pleaded that the complainants replied to the letter of the respondents no. 1 to 3 through email dated 18.01.2022 and apprised them of having been re allotted Flat no.103 which copy of email is annexed herewith as annexure xvii. It was further pleaded that the respondents after having accepted all payments instead wrote back through email dated 22.01.2022 to the complainants to share the details of reallocation and payments made by the complainants to the respondents no. 1 to 3. It was further pleaded that the complainants thereupon asked the respondents no. 1 to 3 through email dated 11.02.2022 to update and reconcile their accounts and records and execute conveyance deed of Flatno. 103. It was further pleaded that the respondents no. 1 to 3 have failed to obtain completion & occupation certificate for the project. It was further pleaded that respondents no. 1 to 3 have also illegally changed the layout plan as well as scheme of project and respondents no. 5 and respondents no. 6 i.e. The Department of Town and Country Planning & Baddi Barotiwala Nalagarh Development Authority, Himachal Pradesh have illegally allowed the change of scheme of the Project HIMACHAL ONE, BADDI in contravention of the Real Estate (Regulation & Development) Act, 2016. It was further pleaded that respondents No.5 &6 have also approved the revised



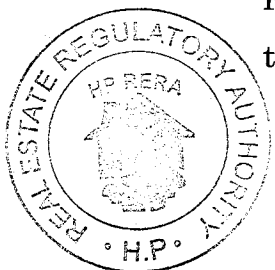
scheme for the project on 16.04.2019. It was further pleaded that the respondents no. 1 to 3 at the time of execution of the agreement for sale have assured the complainants various amenities and promises but have failed to provide the same. It was further pleaded that the respondents no. 1 to 3 have neither informed the allottees and nor have obtained the consent of the allottees while revising the scheme and layout of the project HIMACHAL ONE BADDI. It was further pleaded that the complainants and their tenants have been regularly paying all the maintenance charges, water and electricity charges to the respondents no. 1 to 3 since July/ August 2019 however no receipts are issued by the respondents. On these facts it was prayed that respondents no. 1 to 3 be directed to offer valid possession of Flat no. 103 to complainants with all amenities as promised in agreement for sale along with completion & occupation certificate. It was further prayed that the respondents no. 1 to 3 be directed to pay interest for delayed possession from March 2016 till date of valid offer of possession is made. It was further prayed that respondents no. 1 to 3 be directed to execute conveyance deed with regards to the Flat no. 103 in the name of the complainants. It was further prayed that the respondents shall be directed to restore the original scheme and layout of the project originally approved by respondents No.5 & 6 vide Letter no. BBNDA/BADDI/TCP/1602/524/7369 dated 17.11.2007 and quash and set aside the revised layout map and scheme of the Housing Project approved vide Letter no. BBNAD-TCP-BADDI-1602/BB-6500-35 on 16.04.2019 in contravention of the RERD Act, 2016. It was further prayed that a penalty of 10% of the project cost shall be imposed against the respondents no. 1 to 3 under Section 59 of Act for failing to register the project within stipulated time period as provided under Section 3 of the Act.

4. REPLY TO THE COMPLAINT BY RESPONDENTS NO. 1 TO 4

It was pleaded in the reply that the agreement for sale dated 9th September, 2015 was entered into between Respondents No. 1 and complainant No. 2 Parul Singhal only and therefore complaint filed on behalf of complainant no. 1 is not maintainable. It was further pleaded that complainant No. 2 was allotted Flat No. 501 in Tower A-3 in the project of the respondents no.1. It

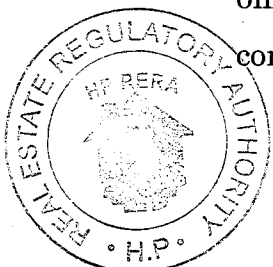


was further pleaded that in terms of Clause 14 of the agreement for sale the respondent No. 1 was under obligation to handover the possession only upon receipt of full and final payment. It was further pleaded that the complainants had paid an amount of Rs Twenty Lakhs and was in default of payment of Rs. Five Lakhs and for this reason possession was not offered to her. It was further pleaded that the complainant No.2 in order to fulfil its malafide intention tricked the wife of the respondents No 1 to reallocate the Flat No. 103 in Tower A-3 in the said project. It was further pleaded that complainant No. 2 neither surrendered the documents pertaining to Flat No 501 nor signed any agreement for sale for Flat No. 103. It was further pleaded that the complainants are in illegal possession of the Flat No. 103 and have no right to rent out the same. It was further pleaded that complainants got the allotment in their favour of Flat no. 103 by playing fraud on respondent no. 3 who is the wife of respondent no. 2 and partner in the firm Ahlawat Developers and Promoters respondent no. 1. It was further pleaded that the complainant no. 2 showed her financial inability to pay the EMI's and hence in order to safeguard the property from attachment or any other coercive action, it was the respondent No.1 who came forward and took the burden of paying the EMI's for the said property thereby giving sufficient time to the complainant No. 2 to arrange for the necessary funds. It was further pleaded that from 31.10.2015 up till 28.05.2019 an amount of Rs. 6,22,681 had been deposited by the respondent No. 1 to Punjab National Bank vide annexure R-1. It was further pleaded that along with respondent no.1 every purchaser who is a non agriculturist is also required to seek permission under section 118 of the Himachal Pradesh Tenancy and Land Reforms Act, 1972 for buying and selling any plot or flat in the project in question. In reply it was admitted that complainant No. 2 had booked a residential flat and executed an agreement for sale on 09.09.2015 for a total sale consideration of Rs. Twenty Five Lakhs which was inclusive of Service Tax /GST and / or other taxes applicable. The allotment letter was also admitted and it was further admitted that the respondent no. 1 admitted vide the allotment letter to deliver the possession of the Flat 501 by March 2016 i.e. within a time period of 6 months from the date

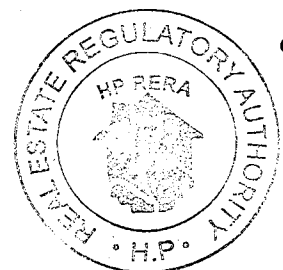


of execution of allotment letter and agreement for sale. It was further admitted in the reply that a cheque bearing no.894347 for an amount of Rs. Five Lakhs dated 07.09.2015 was issued by the complainant no.2. It was further pleaded that complainant no 2 pursuant to issuance of cheque, requested the respondent no. 1 not to present the same as she had to clear the payments to the extent of Rs 11,64,982/- towards the outstanding payments in respect of Flat No 402 , Fourth Floor, purchased in The Alps Cooperative Group Housing society Ltd. Plot No. GH-15, sector -24 , Panchkula and hence the said cheque was never presented by the Respondent no. 1. Therefore it was pleaded that an amount of Rs Five Lakhs is still due and outstanding from the complainant no. 2 to the respondent no. 1.

5. It was further admitted by the respondent that a Tripartite Agreement dated 30.09.2015 was executed between the complainant no. 2, respondent No. 1 and Punjab National bank for grant of housing loan of Rs Twenty Lakhs. It was further pleaded that a bare perusal of the receipt appended with the complaint is the receipt issued against the cheque bearing no. 894347 dated 07.09.2015 and no receipt qua cash was ever issued by the respondent no. 1 as no payment in cash was ever received from the complaint no. 2. It was further admitted in the reply that respondents agreed for the assured return of an amount of Rs. fifteen thousand per month till the offer of possession was made. It was further pleaded that in terms of Clause 14, the respondents no.1 was under obligation to hand over the possession only upon receipt of full and final payment. It was further pleaded that since an amount of Rs. Twenty Lakhs only was received by the respondent no. 1 out of the total consideration of Rs. Twenty Five Lakhs thus, the possession of the said flat could not be offered. It was further pleaded that an allottee can claim assured return till the offer of possession only if it had made full and final payment. It was further pleaded that the complainant no. 2 was not entitled to any assured return till offer of possession and hence cannot claim adjustment of amount of assured return against the EMI payment as the possession of the Flat no. 501 was offered only on 22.01.2022 where in again the Respondents no. 1 had called upon the complainants No. 2 to pay the amount of Rs. Five Lakhs outstanding amount

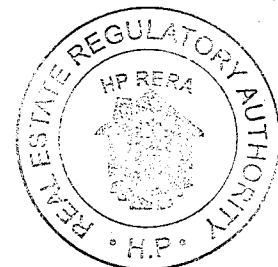


against the said Unit. It was further pleaded that respondent No. 1 paid all the EMI(s) of loan availed by the complainant No. 2 from Punjab National Bank for the period from 05.10.2015 to 20.05.2019 and a copy of the statement of account no. 293800NC002310003 with respect to bank loan is annexed herewith as annexure R-3. It was further pleaded that no amount of Rs.8.45 Lakhs was ever received by the respondents no. 1 and only an amount of Rs. Twenty Lakhs has been received against the part payment of total sale consideration qua Flat No. 501. It was further pleaded that the amount of Rs 8.45 Lakhs shown by complainants to be paid towards payment of Flat no. 103 was denied by the respondent no. 1 and it was submitted that the said amount was paid towards clearance of outstanding dues in respect of payment of enhancement charges payable to Haryana Urban Development Authority in the cost of land allotted to M/s The Alps coop Group Housing Society Ltd. plot No GH 15, Sector 24, Panchkula. It was further pleaded that the complainant no.2 had purchased Flat No 402, fourth Floor in The Alps Coop Group Housing Society Ltd and had expressed her inability to immediately pay the enhancement charges levied by HUDA and therefore the enhancement charges levied by HUDA were deposited by respondent no. 1 M/s Ahlawat Developers and Promoters on behalf of complainant No. 2 to The Alps Cooperative Group Housing Society towards Flat No.402 at Plot No. GH-15, Sector -24, Panchkula. It was further pleaded that the alleged agreement for sale dated 27.06.2019 executed between the complainants for an amount of Rs Twenty Five Lakhs is non-est in the eyes of law as the said transfer is neither valid nor a valid legal title can be created on a property by executing such an agreement. It was further pleaded that sole motive of the complainants was to usurp the property bearing Flat no. 103 and wriggle out of the liability of the bank/ mortgage created on Flat no. 501, Tower A-3 of the project. It was further pleaded that respondents no.1 was in judicial custody in relation to an FIR registered at Gurgaon and the complainant no. 2 mischievously on 22.07.2019 paid an amount of Rs.19.51 Lakhs towards repayment of the housing loan taken on the property bearing Flat no. 501. It was further pleaded that the complainant No.2 is duty bound to pay an amount of Rs. Five Lakhs plus Rs



6,22,681/- paid as EMI to PNB along with interest to the respondents no. 1. It was further pleaded that complainant no. 2 has till date neither informed nor submitted any documents towards closure of loan agreement and the knowledge about closure of loan account was gained by respondent no. 1 through email sent by complainant no. 2. It was further pleaded in the reply that all documents signed by respondent No. 3 Suman Ahlawat pertaining to allotment of Flat No.103 were signed by her under force and duress. It was further pleaded that reallocation letter dated 30.12.2018 and letter dated 30.07.2019 towards transfer, reallocation and possession issued to Vipin Singhal cannot be considered as valid legal documents for claiming ownership over a property. It was further pleaded that the amount spent by complainant towards interiors done in the Flat no. 103 at Tower A-3 is without the knowledge and consent of the respondent no.1 and have illegally rented out the said premises without any valid legal title. It was further pleaded that the complainants have till date failed to pay the outstanding dues for Flat no. 501 to the respondent no. 1 and have wrongly taken possession of Flat no. 103. It was further pleaded that Flat no 103 was never allotted nor any payment schedule etc of the said Flat was ever shared with the complainants. With these pleadings respondent prayed for a direction to the complainants to vacate Flat No.103 and hand over its vacant possession. It was further prayed that the complainants may be directed to pay the outstanding amount of Rs.11,22,681 against the balance outstanding sale consideration of Rs. Five Lakhs for Flat no. 501 and a sum of Rs. 6,22,681/- paid as EMI to Punjab National Bank with interest up to date. It was further prayed that the complainants be directed to deposit the entire rent of Rs 3.30 Lakhs received against Flat no.103 with the respondent no. 1 who according to him is the rightful owner of the flat. Further it was prayed that the complaint filed by the complainants may kindly be dismissed.

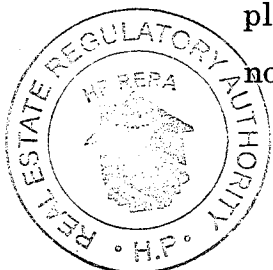
6. Reply by respondent no. 5-



Vide zimni order of this Authority dated 21.01.2023 it was recorded therein that respondent no. 5 has adopted the version made by the respondent no. 6 in their reply.

7. Reply by respondent no. 6-

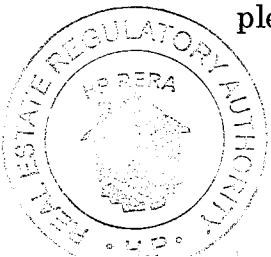
It was pleaded in the reply that the completion and occupation certificate of housing project namely 'Himachal One' has not been obtained by the builder as the consent to establish/operate from HPPCB has not been provided till date as per letter dated 23-03-2021 of Director, TCP Department, Govt. of H.P. It was further pleaded that as per record the planning permission for construction of housing project (260 nos. of flat) namely "Himachal One' was approved by BBNDAs as per the provision of H.P. TCP Act, 1977 on land measuring 27-00 bigha, situated at Mauja Malku Majra, Tehsil Baddi, District Solan, H.P. in the favour of M/s Ahlawat Developer & Promoters vide letter dated 27-11-2007. It was further pleaded that the aforementioned land was purchased by the said developer with due permission of the state Govt. vide letter no. रैवो- बी०एफ० (10)-602/2006 dated 17-04-2007 based on the essentiality certificate issued by the Department of Housing vide their letter no. HSG-6(F)6-34/2006. It was further pleaded that at present the promoter has constructed 80 flats against 260 flats approved by BBNDAs and remaining land has been utilized for carving out 70 nos. of plots for which permission was accorded vide this office letter dated 16-04-2019. It was further pleaded that the planning permission of flats and plotted development of housing project has been considered in accordance with the provision of definition of 'colony' as contained in the H.P Town & Country Planning Act, 1977. It was further pleaded that facilities such as dispensary, gym, office space, community center and park etc. have also been proposed in the revised layout plan approved by this office vide letter 16-04-2019 for sub-division of plots of residential use which were already proposed in the earlier layout plan approved vide letter dated 17-11-2007 but it was pleaded that these facilities have not been developed by the developer on earmarked sites till date and therefore it was pleaded that the completion/ occupation certificate so sought by developer has not been issued in favour of respondent no. 1 M/s Ahlawat Developer and



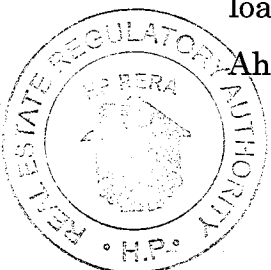
Promoter by this office. It was further pleaded that replying respondent has no role to play regarding allotment and cancelling the flat no.103, 1st floor, Tower A-3 , Himachal one , Baddi. It was pleaded that the matter of allotment is between builder and purchaser as per law.

8. Rejoinder-

It was pleaded in the rejoinder that the respondents/promoters in their reply have chosen not to answer specifically the points raised by complainants and have made an evasive denial to the allegations made in the complaint. It was further pleaded that the respondent No.3 Suman Ahlawat is a partner in the partnership firm respondent no. 1 i.e. M/s Ahlawat Developers & Promoters and has signed and executed the documents pertaining to re-allotment and transfer of Flat no.103 in the capacity of a partner similar to respondent No. 2 i.e. J.S. Ahlawat. The copy of certificate of registration dated 22.12.2005 is annexure xxvii/ exhibit C-27 with the rejoinder. It was further pleaded that the respondent No. 3 has also been duly authorized by resolution dated 05.04.2019 passed by respondent no. 1 M/s Ahlawat Developers & Promoters to act and represent the firm in construction of flats, plots, shopping complex etc. and also to execute sale deeds in respect of plots / flats etc. of the project. Copy of the resolution dated 05.05.2019 is annexure xxviii/ exhibit C-28 with the rejoinder. It was further pleaded that the respondent No. 4 Parik Ahlawat is also working as promoter and developer with respondent no. 1 and is also the son of respondent no. 2 and 3 and has been carrying out the business activities by acting as promoters and developers of respondent no.1. It was further pleaded that respondent no. 4 also claims to be the power of authority holder of respondent no. 1 and respondent no.2. Copy of a letter by the respondent no. 4 dated 09.03.2021 claiming to be the GPA holder of respondent no. 2 along with lost property report with Haryana police dated 09.03.2021 is annexure xxix/ exhibit C-29 with the rejoinder. It was further pleaded that respondent no. 3 being the designated partner and respondent no. 4 acting as a builder and developer of respondent No. 1 are 'Promoters' and fall within the ambit of definition as defined in Section 2(zk). It was further pleaded that the respondent no. 3 and respondent no.4 have been executing



various agreements and contracts on behalf of respondent no.1 and respondent No. 2 and have also been carrying out the business activities by representing and managing the affairs of respondent no.1.It was further pleaded that respondentsno.1 to 4 despite receiving full payments were unable to complete the construction of allotted flats within the time agreed and obtain completion / occupation certificate from competent authorities. It was further pleaded that the respondentsno.1 to 4 have executed various agreement(s) for sale with different parties and the copy of two such agreement(s) have been appended on record. It was further pleaded that the complainants were coerced into making additional payment of Rs.8.45 Lakhs towards completion of their Flat no. 103.It was further pleaded that said payments have been duly transferred in the accounts or paid by cash to respondents no.1 to 4 and have also been duly acknowledged by respondent no. 4 as per annexure ix with the complaint. It was further pleaded that respondent no. 3 Suman Ahlawat has issued reallotment letter dated 30.12.2018quaFlat no. 103in the name of complainant no.2 Parul Singhal. It was further pleaded that after reallotment of Flat no. 103 on 30.1.2018 the complainants made payment(s) of Rs.2.10 Lakhs on 15.02.2019 and of Rs. 1.49 Lakhs on 25.02.2019 through RTGS/Bank transfer in the bank account of respondent no. 1. It was further pleaded that respondent no. 1 through respondent no.3 Suman Ahlawat and respondent no. 4 i.e. Parik Ahlawat have also executed an agreement for sale of an exactly similarly situated apartment in same project i.e. Flat no 102 in Tower A-3 on 28.02.2022 which is immediately next door opposite to the complainants Flat no. 103 for a total sale consideration of Rs. 26 Lakhs only, whereas the complainants have been charged an amount of Rs. 33.45 Lakhs against the consideration amount of Rs. Twenty Five Lakhs. It was further pleaded that annexure R-4,annexure R-5 and annexure R-6 with the reply are misleading documents and are wrongly being relied by respondents as they do not pertain to the facts and circumstances of the instant complaint. It was further pleaded that the respondents were signatory to the Tripartite Agreement and the bank loan closure letter was also duly acknowledged by respondent no. 4 i.e. Parik Ahlawat and a copy of acknowledgment by respondent no. 4 is annexure ix of



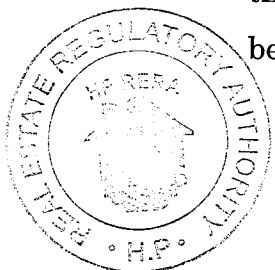
the complaint. With these averments it was prayed that the complaint may be allowed in terms of the prayer made therein.

9. Arguments by complainant-

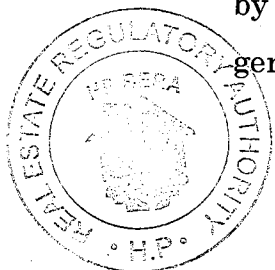
It was argued on behalf of the complainant that this is case where the builder has never handed over the possession of flat no. 501 and then re allotted another flat no. 103 and subsequently denying the re allotment and the payments made and till date the promoter does not have occupation and completion certificate qua the flat. It was further argued that complainant(s) had purchased flat no. 501 in real estate project Himachal One Baddi. It was further argued that an agreement for sale was executed in this regard on 9.9.2015 and is exhibit C-1 at page 47. It was further argued that this agreement was executed between Parul Singhal and respondent no. 1. It was further argued that as per the agreement for sale total sale price agreed between the parties for purchase of Flat no. 501 was Rs. Twenty Five Lakhs. It was further mentioned in the agreement for sale that allottee on the date of execution of agreement for sale has already paid a sum of Rs Five Lakhs. It was further argued that balance of only Rs Twenty Lakhs was to be paid by the complainant after the execution of agreement for sale. It was further argued that as per clause 6 of the agreement for sale the total price of apartment includes the price of reserved car parking space for one car under the stilts. It was further argued that as per clause 29 of the agreement for sale the promoter undertook to pay assured returns of Rs Fifteen Thousand per month till the possession of the flat was delivered to the allottee. It was further argued that in the allotment letter the respondent promoter undertook to handover the physical possession of the flat complete in all respects by March, 2016. It was further pleaded that for the purchase of the said flat no. 501 the complainant no. 2 availed a loan of Rs Twenty Lakhs from the Punjab National Bank and a Tripartite agreement dated 30th September, 2015 was executed between the bank, promoter respondent no. 1 and complainant no. 2. It was further argued that below clause no. 3 of this tripartite agreement it is mentioned that an amount of Rs Five Lakhs has already been paid by the complainant no. 2 to the respondent and further a sum of Rs Twenty Lakhs



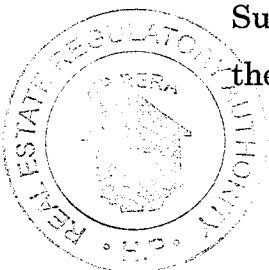
has to be paid by the bank directly to the respondent no. 1. Therefore, it was argued that a total sum of Rs Twenty Five Lakhs stands already paid to the respondent promoter. It was further argued that annexure C-4 are the receipts qua Twenty Five Lakhs issued by the respondent no. 1. It was further argued that respondent no. 1 failed to offer possession to the complainant within the time stipulated in the allotment letter. It was further argued that respondent no. 1 also did not pay the assured returns of Rs 15000/- to the complainant. It was further argued that as the promoter defaulted in delivering the possession of the flat and also further defaulted in paying the assured return they orally undertook to pay the EMI interest and it was the case of the respondent that they paid an amount of Rs Six Lakhs in the loan account towards interest on the loan amount. It was further argued that later the respondent failed to pay the amount towards interest and the loan account of the complainant no. 2 became irregular and subsequently was declared NPA. It was further argued that the builder had failed to offer possession till 2018 and complete the construction till then. It was further argued that for compensating the complainant the respondents 1 to 4 agreed to allot a different unit i.e. Flat no. 103 and the re allotment letter dated 30th December, 2018 is annexed as annexure C-7. It was further argued that at that time the lifts were also not functional therefore the respondents no. 1 to 4 offered them a Flat in the first floor of the building. It was further argued that the complainant no. 1 repaid the loan amount to the bank qua the loan account of complainant no. 2. It was further argued that a total of Rs 8.45 Lakhs was paid to the respondents no. 1 to 4 by the complainant in addition to the amount of Rs Twenty Five Lakhs that was paid against flat no. 501 possession of which was never delivered to them. It was argued that a total of Rs 33.45 Lakhs was paid by complainant to the respondent. It was further argued that the payment of this amount was acknowledged by respondent no. 4 vide annexure C-9. It was further argued that NOC from the bank for clearance of loan account is annexure C-11 with the complaint. It was further argued that as Vipin Kumar Singhal had repaid the loan amount being guarantor therefore an agreement was executed between complainant no. 2 and complainant no. 1 which is exhibit C-10 with



the complaint. It was further argued that the possession of the flat has also been handed over to Vipin Kumar Singhal. It was further pleaded that BBND A while filing reply in para 22 of its reply has submitted that the facilities such as dispensary, Gym, Office Space, Community Center and park etc as proposed in the revised lay out plan approved by BBND A on dated 16.4.2019 which were already proposed in earlier lay out plan dated 17.11.2007 have not been developed by the promoter on earmarked site till date i.e. 21.2.2023 and therefore completion/occupation certificate so sought by developer has not been issued in their favour. Therefore, on the basis of the reply of BBND A it was argued that there is no valid occupation/ completion certificate of the project and therefore legal possession of the flat cannot be offered. It was further argued on behalf of the complainant that as per clause 10 of annexure C-21 dated 6th May, 2022 issued by respondent no. 1 it was admitted by respondents that payments made by the complainants to respondent no. 4 Parik Ahlawat were on account of additional work in Flat no. 501 Tower A-3 and will not be counted towards the cost of the flat. It was further argued that as per clause 12 of the aforesaid letter dated 6th May, 2022 it was admitted by the respondent that reallotment was done of Flat no. 103. It was further argued that photographs appended with the rejoinder clearly show that flat no. 501 is still not in habitable condition and is not ready and complete although after reallotment the complainant argued that it has no concern with flat no. 501. It was further argued that the flat no. 103 is in possession of the complainants and they have rented out the same to tenants and copies of the rent agreements have been appended therewith. It was further argued that wife of respondent no. 2 Jagjit Singh Ahlawat i.e. Suman Ahlawat was competent to execute documents on behalf of the partnership firm being one of the partners vide exhibit C-27 which is a registration certificate issued by registrar of firms under Section 59 of the Partnership Act, 1932 and was also authorized in this behalf vide annexure C- 28 dated 5th May, 2019. It was further argued that as per annexure C-29 letter dated issued by Parik Ahlawat respondent no. 4 it was mentioned that he is son and general power of attorney holder of respondent no. 2 J.S. Ahlawat. It was



further argued that annexure C-30, C-31 and C-32 are two agreements executed by respondent no. 3 Suman Ahlawat on behalf of respondent no. 1 firm which goes to show that she was competent and was executing deeds and documents on behalf of respondent no. 1 firm. Therefore, it was argued that the plea of respondents that respondent no. 3 Suman Ahlawat was not authorized to sign and execute documents on behalf of respondent no. 1 firm is wrong and untenable in view of exhibit C-30, C-31 and C-32. It was further argued that conduct of the respondent no. 2 has always remained dubious as he has been arrayed as accused in several cases pending before various courts of law in India. It was further argued that in exhibit C-36 it has been observed by the Hon'ble Punjab and Haryana High Court that while respondent no. 2 was in judicial custody respondent 3 wife and respondent no. 4 son of respondent no.2 have entered into a settlement agreement with the complainants. On the strength of the above it was argued that where it suits the respondent no. 2, his wife executes documents in his behalf and where it does not suit him he makes an attempt to retract from the documents executed by his wife who is actually a registered partner of the firm. It was further argued that respondents no. 1 to 4 have in para 12 of the reply admitted the repayment of Rs 19.51 Lakhs towards housing loan taken from PNB. The complainants further relied on the judgment passed by Hon'ble National Consumer Commission in M/s N H Matcon versus Abhishek Dhawan and others and of the Punjab and Haryana High Court in the case of Surinder Mohan Aggarwal versus Krishan Mohan Mandhok in support of their arguments. On the query of the Authority it was admitted by the complainant that they are not "agriculturists" of Himachal Pradesh for the purpose of HP Tenancy and Land Reforms Act, 1972. On the strength of these arguments the complainants prayed that the complaint may kindly be allowed in terms of prayer made in the complaint. It was further argued that an agreement for sale dated 31st December, 2020 has been appended with the rejoinder at page 93 which is pertaining to sale of Flat no. 102 in the same Tower A-3 to Surender Wadhwa for Rs Twenty Six Lakhs and therefore it was argued that the amount paid by complainants was appropriate for the flat no. 103.



10. Arguments by respondents No. 1 to 4

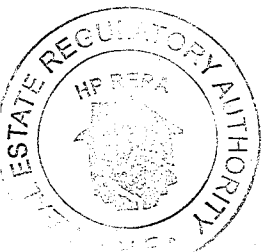
It was argued on behalf of the respondents no. 1 to 4 that agreement for sale dated 9th September, 2022 is executed between complainant no. 2 Parul Singhal and respondent no. 1. Therefore it was argued that in the instant case only Parul Singhal was the allottee and the flat allotted to her was 501 and not 103 as there is no agreement for sale executed inter se the parties qua the flat no. 103. It was further argued that total sale price as per agreement for sale was Rs Twenty Five Lakhs inclusive of service tax as levied by Govt. of India. It was further argued that an amount of Rs Five Lakhs out of the total sale consideration has not been paid by the complainant no.2 till date. It was further argued that complainant no. 1 Vipin Singhal was never acknowledged as an allottee of flat no. 501. It was further argued on behalf of the respondent no. 1 to 4 that as per agreement for sale possession of the said apartment shall be handed over to the allottee only after receipt of the full and final payment and possession of the flat was not delivered as the complainant(s) were in default of payment of Rs Five Lakhs. It was further argued that Vipin Kumar Singhal has no locus standi to file a complaint against the promoter in the present case. It was further that agreement to sell between complainant no. 2 and complainant no. 1 is wrong, illegal and not binding on the rights of the respondent no. 1 to 4. It was further argued on behalf of respondent no. 1 to 4 that it is the complainants own case that they have further given Flat no. 103 on rent and therefore it was wrong on their part to say that they have not got the legal and valid possession of the Flat no. 103 till date. It was further argued that reallocation letter dated 30th December 2018 and 30th July, 2019 qua flat no. 103 have been obtained by exercising fraud on Suman Ahlawat. It was further argued that an allottee on the basis of allotment letter cannot claim his ownership rights over Flat no. 103. On the query of the Authority it was submitted by the authority that possession of Flat no. 501 is not with complainant no. 2 Parul Singhal but since it is mortgaged with Punjab National Bank therefore it cannot be sold or re allotted to anybody else. It was further argued that the complainants should write to the bank to get it de mortgaged which has not been done till now. It was further argued that since



complainant no. 2 was in default of payment towards total sale consideration amount therefore possession of Flat no. 501 was never offered to the complainant. It was further argued that Suman Ahlawat had no authority to re allot the flat or execute documents in this behalf. It was further argued that the additional amount of Rs Eight Lakhs Forty Five Thousand was received from complainant for another society i.e. Alps Society Panchkula. It was further argued that as per list of allottees supplied through email by the respondents no. 1 to 4 flat no. 103 is allotted to one Miss Priti Gupta and flat no. 501 is allotted to complainant no. 2. It was further argued that respondents no. 1 to 4 have never issued any letter of adjustment of amount paid qua flat no. 501 for flat no. 103 in favour of the complainants. It was further argued that on the one hand the complainants say that they are coming in possession of flat no. 103 and on the other hand they claim possession of Flat no. 103 from this Authority. On the basis of the above it was argued that the complainant is estopped from claiming the possession of Flat no. 103 once it is their own case that they are in possession of Flat no. 103. It was further argued that a miscellaneous application was filed on behalf of respondent no. 1 claiming vacant possession of Flat no. 103 which has remained undecided. It was further argued that as per clause 11 of the tripartite agreement the parties agreed that builder cannot entertain a request for transfer of flat without the prior consent of the bank. It was further argued that for a payment of Rs Twenty Lakhs the complainants are holding two properties i.e. Flat no. 501 and 103. It was further argued that respondents no. 1 to 4 never demanded any payment of Rs 8.45 Lakhs and therefore the receipt of this payment is denied.

11. Rebuttal arguments by Complainant(s)-

It was further argued on behalf of the complainant(s) in rebuttal that the bank has issued 'No dues Outstanding' letter qua housing loan in favour of Parul Singhal therefore no further action is required in this behalf and respondents no. 1 to 4 are free to re-allot Flat no. 501 and sell the same. It was further argued that annexure C-8 is the proof of additional payment made to respondent no. 1. It was further argued that loan was cleared on 24th July,



2019 and reallocation in favour of Vipin Kumar Singhal was done on 30th of July, 2019. Therefore it was argued that it is wrong on the part of respondents to argue that NOC from the bank was not taken before getting a different flat reallocated. It was further argued that the first letter issued after reallocation of flat no. 103 is appended as annexure C- 16 with the complaint which is a letter dated 9th January, 2022 and the perusal of the same goes to show that it no where mentions about any balance payment of Rs Five Lakhs to be made by the complainant. It was further argued that respondents no. 1 to 4 have written a letter annexure C-21 dated 6th May, 2022 wherein at clause 10 it has been mentioned that the payments transferred to account of Parik Ahlawat were on account of additional work done in Flat no. 501 and will not be counted as payment towards the cost of the flat.

12. FINDINGS OF THE AUTHORITY:-

We have heard the arguments advanced by the Ld. Counsels for the complainant(s) & respondent(s) and also perused the record pertaining to the case. We have duly considered the entire submissions and contentions submitted before us during the course of arguments.

- A. Whether re allotment of Flat no. 103 in Tower A of Himachal One Baddi vide letter dated 30th December, 2018 and 30th July, 2019 is legal and valid?
- B. Whether the complainants are entitled for interest of delayed possession?
- C. Whether respondent no. 1 to 3 are under obligation to get executed a conveyance deed in favour of complainants?
- D. Whether the respondent no. 1 to 3 are under obligation to obtain completion and occupation certificate for the flat no. 103?

13. All these issues being interconnected and interrelated are being taken up together for the purpose of deciding the present case.

14. The complainant no.2 Parul Singhal had initially booked and was consequently allotted flat no. 501 in Tower A of project Himachal One situated at Pinjore Nalagarh Road, Malku Majra, Baddi District Solan as per agreement for sale and allotment letter dated 09th September, 2015 appended with the complaint as annexure C-1 and C-2 respectively. As per the



agreement for sale the total price of the Flat no. 501 was Twenty Five Lakhs. Out of this total price and an amount of Rs Five Lakhs was paid by the complainant to the respondent as has been recorded in clause 1 of the aforesaid agreement for sale. As per clause 14 of the agreement for sale read with the allotment letter the possession of the apartment was to be handed over to the complainant by March,2016. As per annexure C-3 a tripartite agreement dated 30th September 2015 executed between the complainant, respondent and Punjab National Bank it transpires that the complainant raised a loan of Rs Twenty Lakhs from the bank to be paid to respondents no. 1 to 4 in lieu of balance sale consideration. In the same tripartite agreement the payment of Rs Five Lakhs as advance of earnest money finds mentioned. Further as per receipt issued by respondents no. 1 to 3 dated 7.9.2015 and 5.10.2015 annexed as annexure C-4 the complainant has paid a total amount of Rs Twenty Five Lakhs to the respondents no. 1 to 4. Therefore, there is overwhelming evidence on record to conclude that the total amount paid to the respondents no. 1 to 3 is Rs Twenty Five Lakhs.

15. It is an admitted case of both the parties that the possession of Flat no. 501 was never delivered to the complainant. Thereafter as per annexure C-7 complainant no. 2 was re allotted flat no. 103 in Tower A along with one parking space beneath the flat vide reallocation letter dated 30th December, 2018. Further as per annexure C-12 this flat 103 was further reallocated to Vipin Kumar Singhal vide reallocation letter dated 30th July, 2019. Both these reallocation letter(s) have been admittedly signed by Suman Ahlawat. The case of the respondent is that the re allotment in favour of the complainants was done by tricking Suman Ahlawat and she at that time was not competent to execute any documents on behalf of respondent no.1 a partnership firm in the name and style of M/s Ahlawat Developers and Promoters which is arrayed as respondent no. 1 in the case. Annexure C-27 is the certificate of registration under the Indian Partnership Act, 1932 which states that both Jagjit Singh Ahlawat respondent no.2 and Suman Ahlawat wife of Jagjit Singh Ahlawat respondent No.3 are the partners in the aforesaid firm w.e.f. 13.12.2005. Further annexure C-28 is the resolution dated 5th May, 2019



passed at the meeting of the respondent no. 1 partnership firm which authorizes respondent no. 3 Suman Ahlawat in execution of documents of various kinds pertaining to sale purchase in the project Himachal One Baddi. Further as per letter annexure C-21 sent by respondent no. 2 to the complainant it was admitted by him in clause 12 that reallocation was made of flat no. 103 in favour of complainants. Relevant sections of Indian Partnership Act, 1932 reads as under

Section 18 Partners to be agent of the firm - Subject to the provisions of this Act, a partner is the agent of the firm for the purposes of the business of the firm.

Section 19(1) Implied authority of partner as agent of the firm - (1) subject to the provisions of Sec. 22, the act of a partner which is done to carry on, in the usual way, business of the kind carried on by the firm, binds the firm,

The authority of a partner to bind the firm conferred by this section is called his implied authority

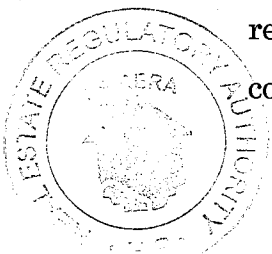
(2).....

Section 21 Partner's authority in an emergency - A partner has authority, in an emergency, to do all such acts for the purpose of protecting the firm from loss as would be done by a person of ordinary prudence, in his own case, acting under similar circumstances, and such acts bind the firm.

Section 22 Mode of doing act to bind firm - In order to bind a firm, an act or instrument done or executed by a partner or other person on behalf of the firm shall be done or executed in the firm name or in any other manner expressing or implying an intention to bind the firm.

Section 25 Liability of a partner for acts of the firm - Every partner is liable, jointly with all the other partners and also severally, for all acts of the firm done while he is a partner.

16. From the perusal of the language of the aforesaid sections as well as the facts as enumerated herein above it is amply clear that from the very beginning Respondent no. 3 Suman Ahlawat was authorized to execute documents on behalf of the respondent no. 1 firm being a partner and her acts bind the firm as well as the other partner i.e. Jagjit Singh Ahlawat respondent no. 2. Further it is settled law that a partnership firm works through its partners and respondent no. 2 and 3 both are partners of the firm. If respondent no. 2 is competent being partner of the firm to execute documents or act on behalf of



the firm, the same power and authority is also vested with respondent no.3 under law. It is very absurd for the respondent no. 2 to argue that he is competent to act on behalf of the firm even without having any authorization but on the other hand he argues that respondent no. 3 requires authorization to act on behalf of the firm. Therefore both respondent no. 2 and 3 being partners of the firm enjoy equal status to act on behalf of the partnership firm. There is no authorization in favour of respondent no. 2 also but still they claim that he is authorized to execute documents then why authorization in favour of respondent no. 3 is required this Authority fails to understand.

17. Therefore the contention of the respondent no. 1 to 4 that respondent no. 3 was not authorized to issue allotment letter deserves to be rejected as she was fully competent to execute any document on behalf of the firm. In consequence thereof the re allotment of flat no. 103 in favour of the complainants is binding on the firm.

18. Further the possession of the Flat no. 103 is already with the complainants as it is their own case that they received the possession of the Flat on 30.07.2019 and have rented out the same to different tenants w.e.f. 1st November, 2020. Never by email or otherwise the respondents no. 1 to 3 raised protest qua possession of complainants over flat no. 103 which goes to show that the possession of flat was delivered to the complainants out of free will and volition. Therefore in the interest of justice the respondents no. 1 to 4 are directed that they shall not interfere in the peaceful possession of complainants and the sale deed in their favour shall be executed immediately after the parties obtain permission under Section 118 of the H.P Tenancy and Land Reforms Act, 1972 as it is one of the obligations cast upon the promoter under Section 11(4)(f) of the RERD Act, 2016. However both the parties being non agriculturist(s) for the purpose of Section 118 of the H.P. Tenancy and Land Reforms Act, 1972 the execution of conveyance deed is subject to both the parties obtaining permission to sale and purchase the apartment in question from the concerned competent authority. Therefore prayer of the complainant to direct respondent no. 1 to 4 to execute sale deed cannot be granted at this stage.



19. The contention of the complainants that the respondents no. 1 to 3 were unable to provide the necessary fittings and fixtures in the said flat no. 103 and the complainants were forced to accept the possession of the incomplete flat deserves to be rejected, for the reason that they have themselves accepted the possession of the flat without any protest and have never raised any dispute in writing qua incomplete Flat at the time of taking possession or immediately thereafter and have enjoyed the fruits of the property since then.
20. Now so far as Flat no. 501 is concerned annexure C-11 is the "No Dues outstanding" certificate issued by Punjab National Bank qua the loan account no. 293800NC00231003 in the name of Parul Singhal. Further the fact of repayment of loan amount has been admitted by the respondents no. 1 to 4 in para 12 of their reply. The complainants otherwise cannot have any claim over Flat no. 501 once they have received possession of flat no. 103. It was the case of the complainants during the course of arguments that they have no claim over Flat no. 501 and respondent are free to allot or sell the same. Therefore from the aforesaid NOC as well as other facts as discussed herein above it can be concluded that the complainant or the bank has no lien or charge on the Flat No. 501 and the respondent NO. 1 to 3 are free to sell, allot or dispose of the property in the manner they like.
21. When the possession of the Flat no. 501 was admittedly not offered by respondents or taken by the complainants therefore the amount paid has to be adjusted towards Flat no. 103. The price paid by the complainants no. 1 and 2 qua Flat no. 501 of Rs Twenty Five Lakhs is deemed to have been transferred qua total price of Flat no. 103 which was re allotted to the complainant in the year 2018- 2019.
22. However a claim for delayed possession has been prayed by the complainants qua Flat no. 103. But it is an admitted case that no agreement for sale was ever executed between the parties qua Flat no. 103 however in the reallocation letter dated 30th July, 2019 it finds mentioned that the possession of the flat has already been handed over to complainant No.1. Therefore the complainants cannot claim any delayed possession charges qua Flat no. 103 once the possession has been accepted without any protest and the



complainants are admittedly enjoying the fruits of the property by receiving rent since 1st November, 2020.

23. A further claim of the complainants was qua refund of Rs 8.45 Lakhs which allegedly was charged in excess from the complainants by respondents no. 1 to 4. It was their case that a total amount of Rs 33.45 Lakhs was charged by respondents no. 1 to 4 from the complainants against a total cost of Rs Twenty Five Lakhs. There is no conclusive evidence appended by the complainants to show as to whether any demand of Rs 8.45 Lakhs was ever made by the respondents no. 1 to 3 over and above Rs Twenty Five Lakhs. The complainants have paid the additional amount of Rs 8.45 lakh while getting the allotment letter for flat number 103. Therefore, it can be presumed that this amount is part of the total value/consideration of the flat number 103.
24. To balance the equities between the parties and in view of discussion made here in above it is made clear that no extra amount qua sale price of flat no. 103 shall be charged by respondents no. 1 to 3 from the complainants.
25. Further from the reply received on behalf of respondent no. 6 it is clear that respondents no. 1 to 3 have failed to obtain completion and occupation certificate qua flat no. 103 from the concerned competent authorities which is an obligation of the promoter under Section 11(4)(b) of the RERD Act, 2016. Therefore he is liable to be penalized for violating section 11(4)(b) of the RERD Act, 2016.
26. No other point urged or relief pressed.

27. Relief-

Keeping in view the above mentioned facts, this Authority in exercise of powers vested in it under various provisions of the Act, rules and regulations made there under, issues the following orders/directions:

- A. The complaint is partly allowed.
- B. The reallocation in favour of complainant no. 1 & 2 dated 30th December, 2018 and 30th July, 2019 by respondent no. 3 Suman Ahlawat is legal and valid. The respondents no. 1 to 3 are directed to execute fresh agreement for sale with the complainant(s) within one month of the passing of this order strictly in accordance with model agreement for sale given in



Form L of HP Real Estate (Regulation and Development) Rules 2017, showing that the full consideration of the flat has been received.

- C. The complainants shall submit to the respondents no. 1 to 3 all the requisite documents for the purpose of seeking permission under Section 118 of the H.P. Tenancy and Land Reforms Act, 1972 within 60 days from the date of passing of this order and the respondents no. 1 to 3 shall then further within 15 days submit the same to the concerned competent authority for obtaining the approval of the State Government.
- D. The complainant(s) shall claim no right, title or interest what so ever and shall not interfere in the peaceful possession of respondents no. 1 to 3 qua Flat no. 501 and the respondents no. 1 to 3 shall not interfere in the peaceful possession of complainants over Flat no. 103.
- E. The complainants shall submit the documents towards closure of loan account no. 293800NC00231003 to the respondents no. 1 to 3 within fifteen days of the passing of this order.
- F. The respondents no. 1 to 3 shall obtain completion and occupancy certificate in favour of flat allotted and possessed by the complainants i.e. Flat no. 103 in Tower A-3 of real estate project Himachal One Baddi within 60 days from the passing of this order failing which he shall be liable to pay a penalty of Rs One Lakh under Section 61 and 63 of the RERD Act, 2016.
- G. All the pending applications are disposed of in aforesaid terms.


B.C. Badalia
MEMBER


Dr. Shrikant Baldi
CHAIRPERSON

