

16.07.2022

Present: - Sh. O.C. Sharma Ld. Counsel for complainant alongwith Sh. Surinder Wadhwa .

Sh. Jagjit Singh Ahlawat respondent promoter Himachal One Baddi

The present matter was listed for physical hearing for the purpose of arguments today. Both the parties are present before the Authority in pursuance to the previous order. The respondent at the very outset submitted that he is not in a position to argue the matter as his counsel is not present due to some personal reasons. Request was not opposed by the Ld counsel for the parties.

However an attempt to mediate in between both the parties was made by the Authority which proved to be successful. Both the parties in pursuance to the mediation arrived at a written amicable settlement signed by both the parties which was taken on record.

The contents of settlement agreement are reproduced here in below.

“ Before the Ld. H.P. Real Estate Regulatory Authority, Shimla

In the matter of :

Surinder Wadhwa

Vs

M/s Ahlawat Developers and Builders and another

Settlement Agreement

The complainant has filed a complaint against the respondent/ promoter before this Ld. Authority which has been registered as complaint no. HPRERA2022008/C .

And the complainant has amicably resolved all the issues involved in the present complaint with the respondent/ promoter and both the parties have mutually settled the entire controversy involved in the matter on following terms and conditions :-

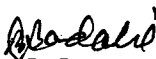
1. *That both the parties will jointly apply for the grant of permission under section 118 of H.P. Tenancy and Land Reforms Act for the transfer of flat no. 102 in Tower A-3 having carpet area of 1575 sq. with one covered parking situated in Real Estate Project of the respondent namely Himachal One Baddi within fifteen days from the date of execution of this agreement subject to complainant furnishing all documents as may be required for the said purpose.*
2. *That the complainant undertakes to deposit the remaining amount of Rs. 6,00,000/- (Six Lakhs) towards the balance cost of the flat with this Hon'ble Regulatory Authority within one week from the date of submitting the requisite documents with the concerned authority for obtaining permission under section 118 from the Government. The amount will be deposited in the account of H.P. RERA in the name of " Himachal Pradesh Real Estate Regulatory Authority Fund" bearing account no. "39624498226" in State Bank of India , HP Secretariat Branch, Shimla having IFSC Code SBIN0050204. The same shall be invested in the shape of FDR in the bank.*
3. *That the respondent promoter undertakes to execute and register the conveyance deed of above said flat in the office of concerned Sub-Registrar, Baddi within ten days on receipt of permission under section 118 from the Government of H.P.*
4. *That if the condition no. 2 And 3 of this agreement are fully complied with then the amount so deposited with the H.P. Real Estate Regulatory Authority will be transferred in the bank account of the respondent promoter in the name of " Ahlawat Developers and Promoters" bearing account no 2938002101055114 " in Punjab National Bank, Panchkula having IFSC Code PUNB0053210 after execution of the conveyance deed.*
5. *That the complainant undertakes to deposit the deficit amount of maintenance charges , if any , w.e.f. 15.1.2021 (date of possession) and further undertakes to be regular in deposit of maintenance charges @ 1575/- per month to the respondent promoter till the formation of Resident Welfare Association.*
6. *That the complainant undertakes to deposit with the respondent promoter all the electricity charges as per actual consumption of units subject to minimum payment of Rs. 1000/- per month towards minimum demand charges payable to HPSEB, till the time direct electrical connection is obtained by the complainant from HPSEB.*
7. *The complainant and respondent promoter request this Hon'ble Regulatory Authority to dispose of the above titled complaint in terms of above stated terms and conditions"*

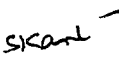
Both the parties have understood the contents of the aforesaid settlement agreement and have agreed to abide by the same in letter and spirit. In view of the above, the present complaint is being disposed of with the following directions.

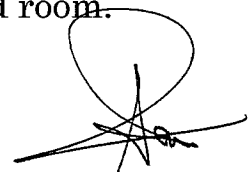
1. The Settlement agreement duly signed by both the parties is made part of this final order and is binding on both the parties.

2. That the settlement agreement shall be complied with and implemented by both the parties in letter and spirit. Any default in complying with the commitments made in the settlement agreement by both the parties shall call for imposition of penalty under Section 63 of the Act.
3. That both the parties shall intimate in writing to this Authority as soon as they apply for permission under Section 118 of the HP Tenancy and Land Reforms Act, 1972. The office of this Authority is then directed to pursue the matter for grant of permission under Section 118 with the concerned District Collector and Principal Secretary (Revenue) to the Government of Himachal Pradesh.
4. The amount so deposited with the Authority in lieu of balance sale consideration shall be kept in the bank as FDR till the conveyance deed is registered.

The present case is disposed of in aforesaid terms. Copy of this order along with Settlement agreement be sent to both the parties free of cost. File be consigned to record room.


B.C. Badalia
Member


Dr. Shrikant Baldi
Chairperson


Rajeev Verma
Member

Before the Ld. H.P. Real Estate Regulatory Authority, Shimla

In the matter of :

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And the complainant has amicably resolved all the issues involved in the present complaint with the respondent/ promoter and both the parties have mutually settled the entire controversy involved in the matter on following terms and conditions :-

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3. That the respondent promoter undertakes to execute and register the conveyance deed of above said flat in the office of concerned Sub-Registrar, Baddi within ten days on receipt of permission under section 118 from the Government of H.P.
4. That if the condition no. 2 And 3 of this agreement are fully complied with then the amount so deposited with the H.P. Real Estate Regulatory Authority will be transferred in the bank account of the respondent promoter in the name of " Ahlawat Developers and Promoters" bearing account no 2938002101055114 "" in Punjab National Bank, Panchkula having IFSC Code PUNB0053210 after execution of the conveyance deed.

5. That the complainant undertakes to deposit the deficit amount of maintenance charges , if any , w.e.f. 15.1.2021 (date of possession) and further undertakes to be regular in deposit of maintenance charges @ 1575/- per month to the respondent promoter till the formation of Resident Welfare Association.
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7. The complainant and respondent promoter request this Hon'ble Regulatory Authority to dispose of the above titled complaint in terms of above stated terms and conditions.

ROA C

[Signature]

Identified
[Signature]
Adv

Place: Shimla

Complainant

[Signature]

Dated 16.07.2022

Respondent Promoter