

REAL ESTATE REGULATORY AUTHORITY

HIMACHAL PRADESH

Complaint no HPRERA2022007/C

1. Smt. Sangita Pal, Wife of Sh. Ashok Kumar Pal Resident of 538, Sector 11, Panchkula, 134109

.....Complainant

Versus

1. Jagjit Singh Ahlawat, Son of Sh. Umed Singh, Resident of House No. 46, Sector 10, Panchkula, Haryana, 134109
2. Ahlawat Developers and Promoters (Partnership Firm) SCO 124, First Floor, Swastik Vihar, Sector 5, MDC, Panchkula 134109

.....Respondent(s)

Complaint no.HPRERA2022023/C

- 1 Sh. Gagan Raj Singh, Son of Sh. Gajinder Singh, Resident of 5200/1 Modern Housing Complex Manimajra –Chandigarh
- 2 Avtar Singh Son of Sh. Babu Singh, Resident of 58/1, Gobind Nagar, Pakhowal Road, PO Model Town Ludhiana, Punjab

.....Complainant(s)

Versus

1. Jagjit Singh Ahlawat, Son of Sh. Umed Singh, Resident of House No. 46, Sector 10, Panchkula, Haryana, 134109
2. Ahlawat Developers and Promoters (Partnership Firm), SCO 365, First Floor, Swastik Vihar, Sector 8, Panchkula 134109

.....Respondent(s)

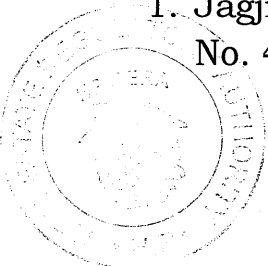
Complaint no.HPRERA2022022/C

- 1 Sh. Yudhir Arora, Son of Sh. Sohal Lal Arora, Resident of 311, Sector 9, Panchkula-134109
- 2 Smt. Kamlesh Arora, Wife of Sh. Sohal Lal Arora, Resident of 311, Sector 9, Panchkula-134109

.....Complainant(s)

Versus

1. Jagjit Singh Ahlawat, Son of Sh. Umed Singh, Resident of House No. 46, Sector 10, Panchkula, Haryana, 134109



2. Ahlawat Developers and Promoters (Partnership Firm), SCO 365,
First Floor, Swastik Vihar, Sector 8, Panchkula 134109

.....Respondent(s)

Complaint no.HPRERA2022028/C

Sh. Debgopal Bhar, Son of Sh. Panchugopal Bhar, Resident of 04, M
Block, Arishtspinning mills, Sai Road, Baddi, Distt Solan-(HP)-
173205

.....Complainant

Versus

1. Jagjit Singh Ahlawat, Son of Sh. Umed Singh, Resident of House
No. 46, Sector 10, Panchkula, Haryana, 134109

2. Ahlawat Developers and Promoters (Partnership Firm), SCO 124,
First Floor, Swastik Vihar, Sector 5, MDC, Panchkula 134109

.....Respondent(s)

Complaint no.HPRERA2022001/C

1 Sh.Jagan Nath Prasad, Son of Sh. Gopal Prasad, Resident of
2101, Top Floor, Sector 15 C, Chandigarh-160015

2 Smt. Seema Rathour, Wife of Sh. Jagan nath Prasad , Resident of
2101,Top Floor, Sector 15 C, Chandigarh 160015

.....Complainant(s)

Versus

1. Jagjit Singh Ahlawat, Son of Sh. Umed Singh, Resident of House
No. 46, Sector 10, Panchkula, Haryana, 134109

2. Ahlawat Developers and Promoters (Partnership Firm), SCO 124,
First Floor, Swastik Vihar, Sector 5, Panchkula

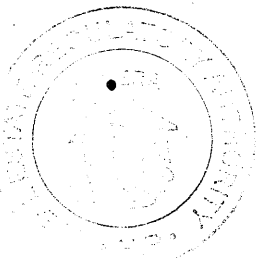
.....Respondent(s)

Complaint no.HPRERA2022002/C

Sh. Rajinder Singh, Son of Sh. Ajit Singh, Resident of 918, Sector-7B
Chandigarh

.....Complainant

Versus



1. Jagjit Singh Ahlawat, Son of Sh. Umed Singh, Resident of House No. 46, Sector 10, Panchkula, Haryana, 134109
2. Ahlawat Developers and Promoters (Partnership Firm), DSS 320, First Floor, Sector 9, Panchkula

.....Respondent(s)

Date of hearing (through Webex)- 02.09.2023

Date of pronouncement of order – 12.09.2023

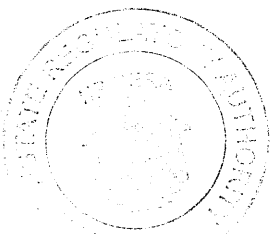
Interim Order in respect of conveyance deed and permission u/s 118 of the HP Tenancy and Land Reforms Act, 1972.

Coram: Chairperson and Member

1. Relevant facts in different complaints

a. Facts in Sangita Pal's case.

The complainant in her complaint has stated that she had bought a three bedrooms flat no. 302, Tower A4, in Himachal One Baddi, Tehsil Nalagarh, Himachal Pradesh from Ahlawat Developer and Promoters in 2013 for a sum of Rs.32,32,000/-. It has further been pointed out that the complainant had already paid a sum of Rs. 21,31,000/- at the time of signing of the 'Agreement for sale' dated 11.04.2013 and the receipt of this amount had also been acknowledged by the respondent in the said agreement. It was further mentioned that the remaining payment of Rs. 8,00,000/- (Rupees Eight Lakhs Only), sanctioned by bank as loan was paid to the Seller vide D.D. No.91680 dated 07.05.2013. It was further stated that the complainant additionally made a payment of Rs. 2,00,000/- (Rupees Two Lakh only) to the seller on account of registration charges for purchasing of stamps on 09.10.2013 for execution of the sale deed. It was further stated that another agreement for sale



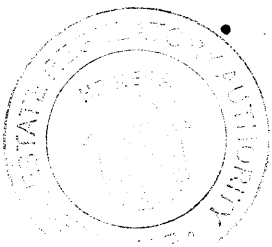
dated 23.11.2019 was executed inter se the parties for same apartment to renew the earlier agreement for sale dated 11.04.2013. It was further pointed out that a sum of Rs.25,000/- was also paid to the seller on account of obtaining permission under Section 118 under HP Tenancy and Land Reforms Act, 1972 and Rs.2,50,000/- was paid to the seller on account of furnishing of the said apartment on the promise of the seller that he will refund the same after obtaining occupation certificate. With these pleadings it was prayed that the respondents may be directed to get executed the conveyance deed in his favour.

b. Facts in Gagan Raj Singh and Avtar Singh's case.

Complainant in her complaint has stated that a flat no. 201, 2nd Floor -A- 3 Tower, Himachal One Baddi, Tehsil-Nalagarh, District -Solan, Himachal Pradesh was purchased in 30.01.2008 for Rs.19,01,400/- out of which Rs.17,51,400/- was basic sale price and Rs.1,50,000/- were parking charges for 1575 sq. feet of the area as per revised agreement for sale. The complainant stated that entire payment of Rs.19,01,400/- stands cleared by the complainant long time back. The complainant further stated that the respondent promised to execute registry of the flat by March/April, 2012, but the same has not been got executed till date. With these relevant facts it was prayed that the respondent may be directed to execute conveyance deed in favour of the complainant.

c. Facts in Yudhir Arora and Kamlesh Arora's case:-

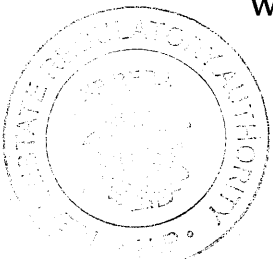
The complainant stated that a flat no. 501/5th, Tower A-4, Himachal One Baddi, Tehsil-Nalagarh, District -Solan Himachal Pradesh was purchased by him in the month of



July 2011 for Rs.23,00,000/- as basic price as per revised agreement for sale by Smt. Kamlesh Arora with an idea to gift the same to her son Mr. Yudhir Arora. A sum of Rs.1,25,000 additional sum was also paid to the respondent as the respondent was unable to complete the flat and this fact also finds mentioned in agreement in which 9 months' time period was mentioned for the completion of flats and disputes. The entire payment of Rs.23,00,000/- was cleared by the complainant in the year 2019 itself and no dues certificate in this regard was issued by the respondent. With these pleadings it was pleaded that the respondent may be directed to execute conveyance deed in favour of the complainant and also to obtain occupation and completion certificate.

d. Facts in Debgopal Bhar's case:

The complainant purchased flat no.301, 3rd Floor, Tower -A3, Himachal one Baddi, Tehsil-Nalagarh, District -Solan, Himachal Pradesh in November, 2015 for Rs.25,00,000/- as basic price as per revised agreement for sale dated 23.11.2019. A sum of Rs.1,50,000/- additional sum was also paid to the respondent as he 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 but the same has not been returned till date. It was stated that entire payment of Rs.25,00,000/- stands made by the applicant/complainant to the respondent. With these pleadings it was prayed that the respondent may



be directed to execute conveyance deed in favour of the complainant.

e. Facts in Jagan Nath Prasad and Seema Rathour's case:-

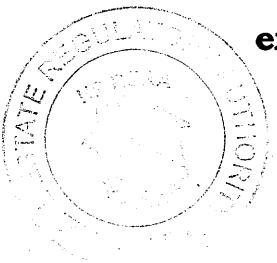
The complainant purchased a 3 bedroom flat no. 502, Tower A 3, Himachal One Baddi, Tehsil Nalagarh, District Solan, Himachal Pradesh in the year 2013 for Rs.31,82,000/-. The agreement for sale was dated 23.03.2013. The full amount of Rs. 31,82,000/- was cleared on 30.03.2013 after the loan amount of Rs. 23.75 lakh was disbursed to builder/respondent by PNB bank. It was further stated that the respondent has failed to execute the sale deed till now. With these pleadings it was prayed that the respondent may be directed to execute conveyance deed.

f. Facts in Rajinder Singh's case

That complainant purchased a 3 bedroom flat no.503,Himachal One Baddi, Tehsil Nalagarh, District Solan, Himachal Pradesh in the year 2009 for Rs.16,82,100/-basic price plus Rs.1,50,000/- car Parking i.e. total amount Rs.18,32,100/- vide agreement for sale dated 09.09.2009. The full payment of Rs.18,32,100/- was made on 31.07.2011 and No Dues Certificate in this regard was issued by Ahlawat Developers & Promoter. It was further stated that additional payment was made for Electricity Charges, EDC, Service Tax and Maintenance Security to the amount of Rs.2,00,000/- as demanded by the respondent vide Letter No. ADP/2012 dated 05.01.2012. With these pleadings it was prayed that the respondent may be directed to execute conveyance deed.

2. Reply by the respondent-

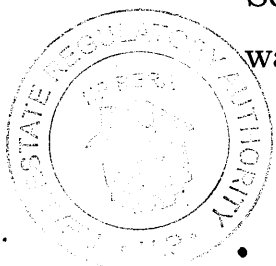
In all the cases primarily the reply is on the issue of non-execution of sale deed and it was stated that the list of



documents required for approval under Section 118 of the H.P. Tenancy and Land Reforms Act, 1972 was circulated to all the complainants even before the filing of the complaints, however the documents were not supplied to the respondent till then. Further it was stated in the replies that the respondent is the lawful owner of a piece and parcel of land admeasuring 27 bighas within the Revenue Estate of Village Malku Majra Tehsil Baddi, District Solan Himachal Pradesh, registered in the name of the respondent vide Sale Deed No. 894 and 897 dated 16.05.2007 in the Office of Sub-Registrar, Nalagarh Distt. Solan, Himachal Pradesh. It was further stated that the permission under Section 118 of Himachal Land Reforms and Tenancy Act and change of land use (CLU) has been duly obtained by the respondent vide letter dated 17.04.2007. With these pleadings the respondent prayed that the concerned competent authorities may be directed to execute the sale deed, after grant of permission under Section 118 of the Act *ibid*.

3. Hearing in the cases and interim orders by the Authority

In the cases of Rajinder Singh and Jagannath Prasad, the authority directed on 03.09.2022, in the case of Debgopal Bhar on 22.03.2023, in the case of Yudhir Arora and Gagan Raj on 29.10.2022 and in the case of Sangeeta Pal on 20.06.2022 that the parties submit their documents for seeking permission under section 118 of the HP Tenancy and Land Reforms Act, 1972. Subsequently, on 3 January 2023, 10 March 2023, and 29 March 2023, this Authority sent letter(s) to the District Collector Solan and a copy to the Principal Secretary (Revenue) requesting them to take necessary action for the grant of permission under Section 118 of the Act *ibid*. On 11 April 2023, a second letter was sent to the Principal Secretary (Revenue) requesting that he



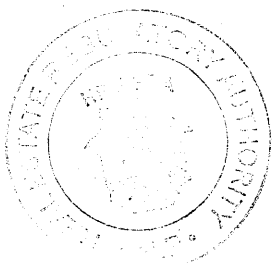
may direct the District Collector Solan to expeditiously process Section 118 cases and submit them to the State Government for approval. On 1 June 2023, a second reminder was sent to the Principal Secretary (Revenue) regarding this matter. On 11 July 2023, an additional letter was sent to the relevant District Collector, instructing him to forward the Section 118 cases to the Principal Secretary (Revenue). In the case of Debgopal Bhar, a separate letter was sent to the District Collector on July 13, 2023. Despite these letters from the Authority, permissions U/s 118 have not yet been granted, and the cases are still pending with the District Collector/Principal secretary Revenue.

4. Findings of the Authority-

We have heard the parties and also perused the record pertaining to the case. After going through the record this Authority is of the view that following are the issue(s) that require consideration and adjudication namely:-

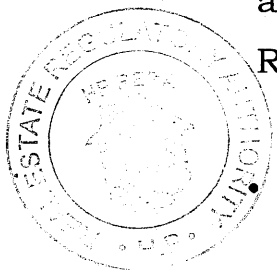
- a. What is the total amount paid by complainant(s) to the respondent in lieu of sale consideration for the respective flat(s) in question ?
- b. Whether the respondent is under obligation to get the sale deed executed in favour of the complainant(s) under Section 11(4)(f) of the RERD Act and the effect of non grant of permission under the provisions of Section 118 of the HP Tenancy Land Reforms Act, 1972 on the performance of this obligation?

4.a What is the total amount paid by complainant(s) to the respondent in lieu of sale consideration for the respective flat(s) in question ?



(i) **In Sangeeta Pal's case** the total sale consideration for the flat in question as per the agreement for sale dated 11th April, 2013 was Rs. 32,32,000/- out of which the complainant/allottee paid a sum of Rs.21,31,000/- at the time signing of the agreement and thereafter a tripartite agreement was executed between the complainant, respondent and HDFC bank which was dated 3rd May,2013 and an amount of Rs.8,00,000/- was paid directly by the HDFC bank to the respondent, proof of which is Annexure A-4 with the complaint. Vide the tripartite agreement dated 3rd May,2013 which was signed by all the parties to the case including the bank it has been recorded that the complainant has before the execution of this tripartite agreement made a payment of Rs. 21,31,000/- to the respondent. Further, the respondent had also issued a receipt for the amount of Rs.21, 31,000/- paid at the time of signing of the agreement for sale. Further, an amount of Rs.2, 00,000/- was also paid to the respondent vide cheque no. 908452 dated 07.04.2013 and another payment of Rs.2,00,000/- was also made to Sh. Ahlawat Developers and Promoters Ltd i.e. respondent vide Cheque no. 908470 dated 07.10.2013 which supposedly has been alleged to be paid by the complainant on account of purchasing stamps for the purpose of execution of sale deed. The total of this amount comes to Rs. 33,31,000/-. Therefore, there is sufficient conclusive evidence on record of the case file to hold that the complainant had paid Rs.33,31,000/- to the respondent as sale consideration along with stamp charges for the aforesaid amount Rs.33,31,000/-.

(ii) **In Gagan Raj's case** the total sale consideration as per the agreement for sale dated 30th January, 2008 was Rs.17,51,400/- out of which a sum of Rs. 3,00,000/- was paid



on or before the date of signing of this agreement. The agreement for sale dated 30th January, 2008 was superseded by agreement for sale dated 14th November, 2022 wherein the total of sale price of the apartment was mentioned as Rs.19,01,400/- instead of the earlier price and vide clause 1.10 of this agreement the respondent acknowledged the receipt of amount of Rs.19,01,400/- from the complainant. Therefore it can safely be concluded that the aforesaid amount of Rs.19,01,400/- was paid by the complainant to the respondent against the sale price of the flat in question.

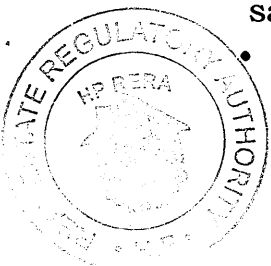
(iii) **In Yudhir Arora's case** as per the agreement for sale dated 16th July, 2011 the total sale consideration of the flat in question was Rs.20,40,000/- out of which it has been recorded that complainant has paid Rs 8,00,000/- or before the execution of agreement for sale. However qua the rest of the payments made in lieu of the total sale consideration the parties are yet to supply the full details of payment made till date along with proof of the same. Which they may provide at the earliest.

(iv) **In Deb Gopal Bhar's case** total sale consideration for the flat in question was Rs. 25,00,000/- as per the agreement for sale dated 30th September, 2015 and Rs.5,00,000/- was paid on the date of execution of the aforesaid agreement. In view of para 13 of the reply dated 12.09.2022 filed by the respondent coupled with the receipt dated 12.01.2016 and statement of accounts dated 30th July, 2022 it is sufficiently clear that the complainant had paid an amount of Rs.25,00,000/- to the respondent as sale consideration for the flat in question. Therefore, there is sufficient conclusive evidence to hold that the complainant had paid an amount of **Rs 25,00,000/-** to the respondent in lieu of sale consideration.



(v) In **Jagannath's case** the total sale consideration was Rs.31, 82,000/- and the allottee had paid a sum of Rs.6,76,400/- at the time of signing of the agreement for sale dated 23rd March, 2013. Further, the tripartite agreement dated 30th March ,2013 was executed between the complainant, respondent and the PNB wherein it was mentioned that sum of Rs. 8,07,000/- has already been deposited by the complainant with the respondent as initial payment and a sum of Rs. 23,75,000/- is to be paid directly by the bank to the respondent builder. This agreement has been signed by all the parties and is therefore binding on all of them. This fact of total payment of Rs 31,82,000/- having been paid to the respondent promoter is also evident for annexure A-4 a letter from PNB bank regarding housing loan. Therefore, there is sufficient conclusive evidence to hold that the complainant had paid an amount of **Rs.31, 82,000/-** as sale consideration for the purchase of flat in question.

(vi) In **Rajinder's case** the total sale consideration as per the agreement for sale dated 9th September,2009 was Rs.16,82,100/- out of which the complainant had paid a sum of Rs.2,00,000/- at the time of signing of the agreement for which receipt dated 12.10.2009 has already been appended in the case file with annexure -2 with the written statement filed by the respondent. The respondent has issued receipt-6 of full and final payment of Rs.18,32,100/- in respect of the flat in question. Therefore there is adequate substantial and conclusive evidence of the aforesaid payment having been made by the complainant to the respondent. Therefore, it can safely be concluded that the complainant had paid a sum of **Rs.18,32,100/-** in respect of sale consideration of flat in question.



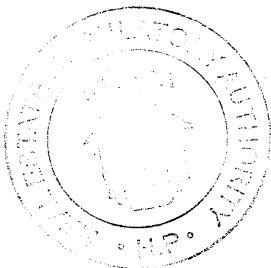
4.b Whether the respondent is under obligation to get executed the sale deed in favour of the complainant(s) under Section 11(4)(f) of the RERD Act and the effect of non grant of permission under the provisions of Section 118 of the HP Tenancy Land Reforms Act, 1972 on the performance of this obligation?

Primarily the main grievance raised by the complainant(s) is with respect to execution of sale deed. Section 11 of the RERD Act, 2016 enumerates the functions and duties of promoter. **Section 11(4) (f)** of the Act which reads as under :

Section 11 (4) (f) “execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17 of this Act;”

Further as per **Section 17(1)** which reads as under-

(1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:



As per **Section 19 (11)** which reads as under

(11) Every allottee shall participate towards registration of the conveyance deed of the apartment, plot or building, as the case may be, as provided under sub-section (1) of section 17 of this Act.

- Therefore in view of the provisions quoted herein above the execution of conveyance deed of the apartments, plot or building is one of essential duties or obligations of the promoter and correspondingly it is the duty of the allottee also to participate in the registration of conveyance deed

Further as per **Section 34(f) & (g) of the RERD Act, 2016** which reads as under-

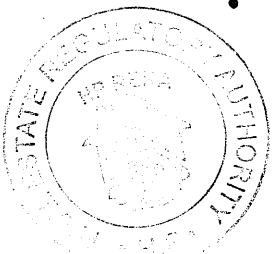
34. The functions of the Authority shall include—

(f) to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder;

(g) to ensure compliance of its regulations or orders or directions made in exercise of its powers under this Act;

Under Section 34 (f) of the RERD Act, 2016 the Authority is duty bound to ensure compliance of the obligations cast upon the promoter under the RERD Act, 2016. Further the authority as recorded in para supra has already in all the above cases passed interim directions to the parties directing them to apply for permission under Section 118 of the Act ibid to the concerned competent authority

In the present case, the complainant/allottee and



respondent/ promoter both are non- agriculturist(s). In that case the provisions of section 118 of the HP Tenancy and Land Reforms Act, 1972 are applicable to them. Section 118 of the HP Tenancy and Land Reforms Act, 1972 is as under-

Section 118. Transfer of land to non-agriculturists barred.-

(1) Notwithstanding anything to the contrary contained in any law, contract, agreement, custom or usage for the time being in force, but save as otherwise provided in this Chapter, no transfer of land (including sales in execution of a decree of a civil court or for recovery of arrears of land revenue) by way of sale, gift, will, exchange, lease, mortgage with possession, creation of a tenancy or in any other manner shall be valid in favour of a person who is not an agriculturist.

Explanation. For the purpose of this sub-section, the expression —transfer of land shall not include-

(i) transfer by way of inheritance;

(ii) transfer by way of gift made or will executed, in favour of any or all legal heirs of the donor or the testator, as the case may be;

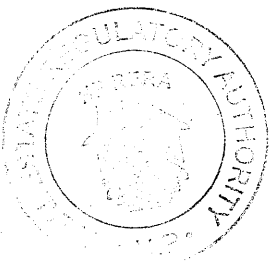
(iii) transfer by way of lease of land or building in a municipal area;

but shall include-

(a) a benami transaction in which land is transferred to an

agriculturist for a consideration paid or provided by a nonagriculturist; and

(b) an authorisation made by the owner by way of special or general power of attorney or by an agreement with the intention to put a non-agriculturist in possession of the land and allow



him to deal with the land in the like manner as if he is a real owner of that land.]

(2) Nothing in sub-section (1) shall be deemed to prohibit the transfer of land by any person in favour of,-

(a) a landless laborer; or

(b) a landless person belonging to a scheduled caste or scheduled

tribe; or

(c) a village artisan; or

(d) a landless person carrying on an allied pursuit; or

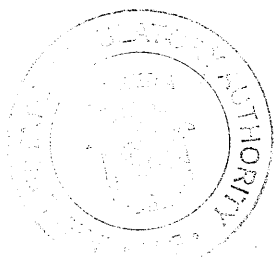
(dd) a person who, on commencement of this Act, worked and continues to work for gain in a estate situated in Himachal Pradesh; for the construction of a dwelling house, shop or commercial establishment in a municipal area, subject to the condition that the land to be transferred does not exceed-

(i) in case of a dwelling house -500 square Meters; and

(ii) in the case of a shop or -300square meters:commercial establishment

Provided that such person does not own any vacant land or a dwelling house in a municipal area in the State.

(e) the State Government or Central Government, or a Government Company as defined in section 617 of the Companies Act, 1956, or a Company incorporated under the Companies Act, 1956, for which land is acquired through the State Government under the Land Acquisition Act, 1894 or a statutory body or a corporation or a board established by or under a statute and owned and



controlled by the State of Central Government; or

(f) a person who has become non-agriculturist on account of-

(i) acquisition of his land for any public purpose under the

Land Acquisition Act, 1894 (1 of 1894); or

(ii) vestment of his land in the tenants under this Act; or

(g) a person who has become non-agriculturist on account of the acquisition of his land for any public purpose under the Land Acquisition Act, 1894 (1 of 1894); or

(h) a non-agriculturist who purchases or intends to purchase land for the construction of a house or shop, or purchases a built up house or shop, from the Himachal Pradesh Housing and Urban Development Authority, established under the Himachal Pradesh Housing and Urban Development Authority Act 2004, or from the Development Authority constituted under the Himachal Pradesh Town and Country Planning Act, 1977 or from any other statutory corporation set up any State or Central enactment; or

(h) a non-agriculturist with the permission of the State Government for the purposes that may be prescribed:

Provided that a person who is non-agriculturist but purchase land either under clause (dd) or clause (g)] or with the permission granted under clause (h) of this sub-section shall, irrespective of such purchase of land, continue to be a non-agriculturist for the purpose of the Act:

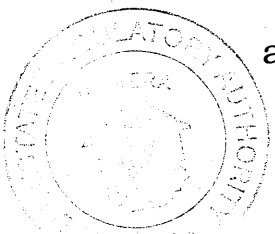
Provided further that a non-agriculturist who purchases land under clause (dd) or in whose case permission to purchase land is granted under



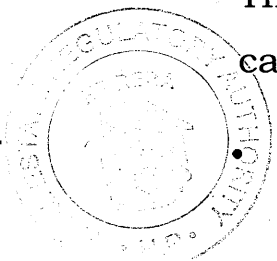
clause (h) of this sub-section, shall put the land to such use for which the permission has been granted within a period of two years or a further such period not exceeding one year, as may be allowed by the State Government for the reasons to be recorded in writing to be counted from the day on which the sale deed of land is registered and if he fails to do so or diverts, without the permission of the State Government, the said user for any other purpose or transfer by way sale, gift or otherwise, the land so purchased by him shall, in the prescribed manner, vest in the State Government free from all encumbrances.

(3)

Therefore, as per clause 2(h) of Section 118 of the Act ibid a non- agriculturist has to apply for permission from the State Government. In the present cases, the apartment purchasers as well as the seller have applied for permission under section 118 of the HP Tenancy and Land Reforms Act, 1972 and this Authority has also requested the District Collector as well as to the Principal Secretary Revenue to grant permission expeditiously in the interest of all the parties i.e allottees/ complainant(s) and the promoter. However, till today the permission under section 118 of the Act ibid as mentioned above has not been granted to the parties by the State Government. The allottees who have invested hard earned money to buy their home(s) are made to wait indefinitely for the grant of permission. The acquisition of title to the property is the most important and invaluable right in favour of the allottee(s). It is also one of the obligations cast upon the



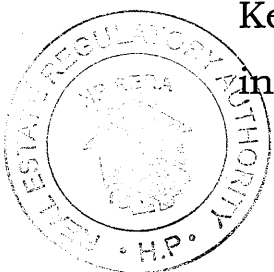
promoter, but grant of this permission is not in the domain of the promoter, therefore he cannot perform the said obligation till the permission under section 118 of the Act ibid is accorded in favour of the parties. If the permission in the aforementioned case is not granted then it is neither the fault of the promoter nor the allottee. The promoter got the project license from the competent authorities, after obtaining permission under Section 118 of the Act ibid at the time of purchase of the land, to develop a Real Estate Project. Only thereafter, the promoter constructed the said real estate project i.e. Himachal One. The respondent promoter has sold residential flats/ built up structure(s) to the non- agriculturist complainants. All the allottees herein have filed these complaints for execution of sale deeds, which are pending as the necessary permission under Section 118 of the Act ibid has not been granted. The allottees have invested their hard earned money to buy houses, for their living, but still they have not got the ownership of the respective flats. Without getting the title, the said property is of no use to the complainant(s). The promoter cannot execute sale deed in favour of the allottees, till the permission under Section 118 of the Act ibid is granted by the competent authority. The administrative power vested with the State Government under Section 118 of the Act ibid has to be exercised in a time bound manner, in the interest of the home buyers. The delay being caused in the grant of permission is causing mental agony and injustice with the allottee(s). The



State Government granted various permissions to the promoter like permission under Section 118 of the Act ibid and BBND A approved the building plans and thereby permitted the project to be constructed/ executed and now at this stage by delaying the permissions u/s 118 in favour of home-buyers would cause grave injustice to the allottees/complainants. This Authority has already written letters to the Principal Secretary (Revenue) and the concerned District Collector for expediting the cases in the interest of the parties but nothing has happened so far and much time has passed by. The allottees have been waiting for the past many years for attaining ownership of their Flats and this authority is left with no other option but to request the Principal Secretary (Revenue) to grant permission in a time bound manner. Therefore, there is felt a need to pass directions the Principal secretary to decide the cases for grant of permission under Section 118 of the Act, ibid in a time bound manner, so that the allottees are not meant to wait indefinitely in getting their sale deeds registered. Therefore keeping in view the interest of parties this Authority deems it fit to request the Principal Secretary (Revenue) to the Government of H.P. to grant the permission under section 118 of the Act ibid to the parties to this litigation, so as to enable the parties to perform their obligations under the RERD Act, 2016.

5. Relief-

Keeping in view the above mentioned facts, this Authority in exercise of power vested in it under various provisions of



the Act, rules and regulations made there under, issues the following orders/directions:

- a. The Principal Secretary (Revenue) to Government of H.P. is requested to grant permission under Section 118 of the Act ibid to the parties herein as early as possible positively within two months from passing of this order.
- b. The promoter is directed to get the sale deed executed in favour of the allottees (complainants) in the present cases within one month from the date the permission under Section 118 is granted.
- c. List the matter on 23.11.2023 at 3 PM through Webex.

B. C. Badalia
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MEMBER

Shrikant
Dr. Shrikant Baldi
CHAIRPERSON

