



Real Estate Regulatory Authority

Government of Himachal Pradesh

Complaint Application

Application No.

CTA0120240005

printed : 03-11-2024 12:27 PM

Complaint Details

Complaint Subject	Complaint Regarding Refund of the amount paid for the allotted apartment in project Himachal One.
Facts of the complaint	<ol style="list-style-type: none">1. That Sh. Dalip Kalra s/o Late Sh. Madan Mohan Kalra and Smt. Karuna S Kalra w/o Sh. Dalip Kalra residents of H.No. 1139, Sector 7 Karnal, Haryana hereinafter referred to as complainants applied for an apartment in the project " Himachal One" for apartment no 203, measuring 1575 sq. ft (super area) on 2nd floor in tower no A-3, situated within revenue estate of village Malku Majra, Pinjore, Nalagarh NH 21A, Tehsil Nalagarh, Distt Solan (Himachal Pradesh) Promoted by Ms Ahlawat Developers and Promoters (hereinafter referred to as respondent). The complainant made a payment of Rs. 1,85,000/- and Rs. 1,87,500/- vide cheque no.229247 dt. 06.04.2006 as booking amount and the respondent issued receipt dated 17.07.2008 confirming the said amounts. copies of the same are attached herewith as Annexure C/1(Colly).2. That as demanded by the respondent, the complainant made further payments of Rs. 5,09,026/- vide cheque no.950286 dt 28.07.2008, Rs. 2,50,000/- vide cheque no. 118045 dt. 15.07.2008 and Rs. 2,50,000/- vide cheque no. 118044 dt. 15.07.2008 totalling to Rs. 10,09,026/-. Copies of the above said payment details made by the complainant and a copy of receipt No. 147 dt. 10.09.2008 issued by the respondent is attached herewith as Annexure C/2(Colly).3. That the respondent shared a draft of Apartment Buyer Agreement mentioning the unit number 303 in tower no A-2 and thereafter, the respondent shared another draft of the apartment buyer agreement dated 18.08.2008 in which allotted unit number has been changed to 203 in tower no A-1 and also admitted the receipt of Rs. 13,81,526/- from the complainant towards the allotted unit. Both these agreement were duly signed by the complainant and handed over to the respondent, but the respondent never shared the signed copy of the apartment buyer agreement with the complainants. A copy of the same are attached herewith as Annexure C/3(Colly).4. That on the receipt of the payments mentioned above, the respondent sent an email dated 09.09.2008 confirming that the possession would be offered by June 2009 for the flat no. A-2/203. A copy of the said email is attached herewith as Annexure C/4.5. That the complainant further made a payment of Rs. 3,50,000/- to the respondent. A Copy of the receipt dt 24.12.2008 issued by the respondent is

respondent. A copy of the receipt dt. 24.12.2008 issued by the respondent is attached herewith as **Annexure C/5**.

6. That the complainant followed up for knowing about the status of project development works time to time, The respondent in revert sent various emails confirming the status of the project and date of handing over the possession by August/September 2009 of the allotted unit. Respondent also acknowledged the receipt of Rs. 17.31 Lacs in one of his emails. copies of the email dt. 09.02.2009, 09.05.2009 and 18.06.2009 are attached herewith as **Annexure C/6 (Colly)**.
7. That the complainant made additional payment of Rs.2,05,000/- towards the allotted unit and the same is duly acknowledged by the respondent vide email dt. 19.10.2010. A copy of the said email sent by the respondent is attached herewith as **Annexure C/7** and further the complainant made a payment of Rs.2,88,037/- to the respondent by writing a letter dt 11.12.2012 to the bank .A copy of the said letter & account Ledger reflecting that payment made to the respondent is attached herewith as **Annexure C/8(Colly)**.
8. In the year 2020, the respondent purposed to sign another apartment buyer agreement dt. 15.01.2020 which was sent in original duly signed and stamped by the respondent. It is mentioned in clause 6 of the said agreement that additional payment of Rs. 50,000/- to be made by the allottees for the completion of pending work to their respective flats and will be returned by the builder within 2 years.The complainant never signed the said agreement because of respondent's malafide intention to avoid the legal liability for delay and not making offer of possession of the allotted unit. A copy of the said agreement is attached herewith as **Annexure C/9**.
9. That accordingly, the complainant made further payment of Rs. 20,000/- and Rs. 30,000/- vide cheque no.463549 dt.24.12.2019 and 463550 dt 10.01.2020 to the respondent as demanded by the respondent for the completion of pending works. A copy of the same is attached herewith as **Annexure C/10**.
10. In the year 2022, in order to buy more time and to mislead the complainants, the respondent sent two letters dated 09.01.2022 & 14.04.2022 stating that in order to execute conveyance deed, permission U/Sec 118 of the Himachal Pradesh Tenancy and Land Reforms Act 1975 is to applied and submitted to them. It is important to highlight that this documentation requirement were never asked by the respondent till the dates of these letters. In fact, this requirement must have completed by the due date of the offer of possession i.e 2009. Also, The the respondent didn't have Occupancy

Certificate/Completion Certificate till today. A copy of the above said letters are attached herewith as **Annexure C/11(Colly)**.

11. That the complainant made a total amount of Rs.22,74,563/- to the respondent till date towards the allotted unit .A copy of detailed calculation sheet reflecting the payments made to the respondent are attached herewith as Annexure **C/12**.
12. That the respondent got this project registered with HP RERA as an on-going project vide registration no. RERAHPSOP06180035 with a validity period of 02.09.2025. This implied that the respondent would take much more time to offer the possession of the allotted unit to the complainant.
13. The complainant has been following up for offer of possession with the respondent on regular basis but there's no confirmation on the likely date of offer of possession and in one of the recent complaint no. HPRERA2022021/C, the Authority has also observed that the completion/occupancy certificate is yet to be issued by the Competent Authority for the project. The said observation has been made by the Authority on the basis of report submitted by the Competent Authority.
14. Now, that there has been delay of more than 15 years in offering possession of the allotted unit by the respondent, the complainants have lost all faith on the respondent's capabilities to deliver the possession of the apartment in near future. The complainant has decided to withdraw from the project as per provisions U/Sec 18(1) of the Act.

Reliefs Sought

The respondents may be directed to: A. To refund the paid amount at earliest alongwith interest. B. To pay interest for the delayed period in offering possession of the unit as per provisions of the RERA Act. C. To pay an amount of Rs.5 lacs as compensation as the complainants had to come from US number of times for follow up and also on account of mental harassment caused to the complainants. D. Any other relief to which the complainant is entitled may also be granted in the interest of justice

Complainant Details

	Personal Info	Contact Details	Address	Notice Address
1.	DALIP KALRA Father : Lt. Sh. MADAN MOHAN KALA Type : Allottee	7347456486 dalip_kalra@yahoo.com	House No.1139, sector 7, Karnal, Haryana, 132001	House No.1139, sector 7, Karnal, Haryana, 132001
2.	SMT. KARUNA S KALRA W/O Father : Sh. DALIP KALRA Type : Allottee	7347456486 dalip_kalra@yahoo.com	House No.1139, sector 7, Karnal, Haryana, 132001	House No.1139, sector 7, Karnal, Haryana, 132001

Respondent Details

	Personal Info	Contact Details	Address	
1.	AHLAWAT DEVELOPERS AND PROMOTERS Type : Other	9501488466 adp.northindia@gmail.com	KHASRA No. 602-608, 610-611, MALKU MAJRA (OPPOSITE DR. REDDY LABORATORIES) TEHSIL BADDI, Solan, Himachal Pradesh, 173205	
2.	SH JAGJIT SINGH AHLAWAT Type : Other	9501488466 adp.northindia@gmail.com	House No. 46,, Sector 10, Panchkula, Haryana, 134109	

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

1.	Annexure C1 Booking amount payment receipt	 
2.	Annexure C2 Payment Details	 
3.	Annexure C3 Drafts of Apartment Buyer Agreement	 
4.	Annexure C4 email dt 09.09.2008	 
5.	Annexure C5 Copy of receipt dt 24.12.2008	 
6.	Annexure C6 copy of email dt. 09.02.2009,09.05.2009 and 18.06.2009	 
7.	Annexure C7 copy of email dt.19.10.2010	 
8.	Annexure C8 copy of letter dt.11.12.2012 and account ledger	 
9.	Annexure C9 copy of Apartment Buyer agreement	 
10.	Annexure C10 Copy of payment details	 
11.	Annexure C11 copy of letters dt 09.01.2022 and 14.04.2022	 
12.	Annexure C12 calculation sheet	 
13.	VAKALATNAMA	 

Other Documents as annexed along with the complaint

Declaration

Jurisdiction of the Authority

I **DALIP KALRA** declare that the subject matter of the claim falls within the jurisdiction of the authority.

Complaint not pending with any other Court

Whether this Complaint is pending with any other court, etc.? : **No**

I **DALIP KALRA** declare that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal(s).

Declaration and Verification

I **DALIP KALRA**, S/O **Lt. Sh. MADAN MOHAN KALA** do hereby verify that the given details are true to my personal knowledge and belief and the i have not suppressed any material fact(s).

Place : **Haryana**

Date : **19/01/2024**

Registration Fee

Fee Amount

₹ 500

Payment Status :  **Payment Received**

Payment Mode : **Online**

Transaction No. : **HPR190120240001**

Transaction Date : **19/01/2024 02:40 PM**

Bank Details : **SBIN~401992834711**