



# Real Estate Regulatory Authority

Government of Himachal Pradesh

Complaint Application

Application No.

CTA0220220007

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## Complaint Details

Complaint Subject	<b>Complaint under Section 31 of The Real Estate (Regulations and Development) Ac, 2016 for violation a</b>
Facts of the complaint	<p>1 . That the respondents/promoter have been registered with the H.P. Real Estate Regulatory Authority vide registration No. RERAH PSOP06180035 and have been running and undertaking Real Estate Project for marketing, selling, inviting persons to purchase plot, apartment or building established in the Planning area of Baddi, Tehsil Baddi, District Solan, H.P.</p> <p>2. That the brief facts giving rise to the filing of the present complaint are that the complainant/allottee applied on 04.08.2021 for Flat/apartment in the project and accordingly the respondents allotted Flat/Apartment No. 401 in Tower A-4, having carpet area of 1575 square feet with garage/covered parking. The respondents/promoter agreed to sell and the complainant/allottee agreed to purchase Flat/Apartment No. 401, Type Three bed room having 1575 square feet carpet area in Fourth Floor in Tower A-4 for a total sale consideration amount of Rs. 28,00,000/-. The conveyance deed was agreed to be executed and registered in the office of Sub-Registrar by the respondents/promoter as on 30.11.2021.</p> <p>3. That the complainant has paid Rs. 3,00,000/- on 05.08.2021 through cheque No. 213985 dated 05.08.2021 drawn on IDBI Bank Etah, U.P., Rs. 2,00,000/- paid on 24.08.2021, Rs. 50,000/- paid on 01.09.2021, Rs. 50,000/- paid on 02.09.2021 and Rs. 75,000/- paid on 30.11.2021, and as such, the complainant has paid total amount of Rs. 6,75,000/- to the respondents/promoter as an advance payments towards the total sale consideration amount of Rs. 28,00,000/-. The remaining sale consideration amount of Rs. 21,25,000/- was agreed to be paid by the complainant at the time of execution and registration of conveyance deed in the office of Sub-Registrar. That after the receipt of Rs. 75,000/- on 30.11.2021 towards the sale consideration of Rs. 28,00,000/- of Flat /Apartment No. 401, the respondents /Promoter waived off the condition for termination of agreement for sale dated 05.08.2021. As a matter of fact, the respondents/promoter have not made the time as an essence of the contract in agreement for sale dated 05.08.2021 for the execution and registration of conveyance deed for the transfer of flat /Apartment No. 401 in Tower A-4, more particularly in the fact situation that the respondents/Promoter have themselves accepted the part payment of Rs. 75,000/- on 30.11.2021. It is most respectfully submitted that the complainant is employed in private sector at Baddi and he was accommodated by the respondents/promoter in the end of December, 2021 in said Flat/Apartment No. 401 in Tower A-4 in part performance of Agreement for sale dated 05.08.2020, the complainant was put in possession of Flat/Apartment No. 401 in Tower A-4 in the end of December, 2021. The said flat/Apartment No. 401 was at that relevant time partly furnished lacking requisite amenities and the complainant had to spend considerable amount in order to make the same in habitable condition.</p> <p>4. That prior to 31.10.2021 and even thereafter the complainant repeatedly requested the respondents/promoter to execute and register the conveyance deed of flat/apartment No. 401 in Tower A-4 located in Real Estate Project Baddi in the office of Sub-Registrar on receipt of balance sale consideration amount of Rs. 21,25,000/- and also to supply the requisite sanctioned plan and occupancy certificate but on all occasions the respondents/Promoter avoided the needful on one or the other pretext.</p> <p>5. That in terms of clause 7(i) of Agreement for Sale dated 05.08.2021, the</p>

5. That in terms of clause 7(i) of Agreement for Sale dated 05.08.2021, the respondents/promoter were to handover physical possession of the Flat/Apartment alongwith ready and complete common areas with all specifications, amenities and facilities of the project in place on 31.10.2021.
6. That in terms of clause 7(ii) of Agreement for Sale dated 05.08.2021, the respondents/promoter, upon obtaining the occupancy certificate or such other certificates by whatever name called/issued by competent authority, were to offer in writing the possession of the Apartment, to the complainant/allottee within two months from the date of issue of occupancy certificate and the conveyance deed was to be executed or carried out by the respondents/Promoter within three months from the date of issue of Occupancy Certificate
7. That in terms of provisions of Section 11(3) of The Real Estate (Regulations and Development) Act 2016, the Promoter, at the time of booking and issue of allotment letter shall be responsible to make available to the allottee, the following informations:-
- a) Sanctioned plans, layout plans, alongwith specifications, approved by the competent authority, by display at the site or such other place as may be specified by the Regulations made by the authority;
  - b) the stage wise time schedule of the completion of the project including the provisions for civic infrastructure like water, sanitation and electricity;
  - c) That in terms of provisions of Section 11(4)(b) of the Ibid Act, the Promoter shall be responsible to obtain the completion certificate or the Occupancy Certificate, or both as applicable, from the relevant authority, as per local laws or other laws for the time being in force and to make it available to the allottee individually or to the association of allottee or as the case may be.
8. That the respondents /promoter were also to comply with the statutory provisions of Section 17 and 19(1) and (2) in letter and spirit after the execution of the sale agreement dated 05.08.2021.
9. That the complainant made necessary inquiry from the office of BBND A and it has been disclosed that the Plan for the construction of Apartments /Tower A-4 (including Flat/Apartment No. 401) has not been permanently sanctioned and approved by the H.P. Town and Country Planning Department/BBND A as the respondents/promoter have not obtained NOC from the H.P. State Pollution Control Board and H.P. Fire Department.
10. That the Plan for construction of Apartments /Tower A-4 (including Flat/Apartment No. 401), has not been permanently sanctioned and approved by the H.P. Town and Country Planning Department/BBND A which tantamount to contravention of Agreement for Sale dated 05.08.2021. The concerned competent authority of the area has not even issued the Occupancy Certificate/ completion certificate in favour of the respondents/Promoter qua the Apartment/Flat No. 401 in Tower A-4 located in the Real Estate Project Baddi, District Solan, H.P. The respondents/Promoter has made material misrepresentation and concealment in the agreement for sale dated 05.08.2021 by stating therein in para "D" that the Promoter has obtained final layout plan, sanctioned plan, specifications and approval for the project and also for the apartment, Apartment or Building, as the case may be from BBND A. The complainant /allottee has further made necessary inquiry from the office of Electrical Sub-Division, HPSEBL, Baddi and it has been disclosed that the permanent Electricity Supply connection has not been sanctioned and provided by the H.P.S.E.B.L. to the Real Estate Project/Apartments at Baddi and presently a temporary electricity supply connection has been provided to the said Project. The Apartment No. 401 is lacking the infrastructure amenities of permanent electricity supply connection. It is most respectfully submitted that the respondents/Promoter cannot legally

connection. It is most respectfully submitted that the respondents/Promoter cannot legally and effectively execute and register a valid conveyance deed for the transfer of the flat/Apartment No. 401 in favour of the complainant for want of duly sanctioned and approved plan by the concerned competent authority. The Conveyance Deed for the transfer of Flat /Apartment No. 401 in Tower No. A-4 cannot be registered until or unless the Occupancy Certificate or Completion certificate qua the same is issued by the concerned competent authority of the area.

11. That the respondents/Promoter have contravened and violated the provisions of Section 11(3)(a) and Section 11(4)(b) of the Ibid Act as they have failed to make available to the complainant the permanent sanctioned plan, layout plan alongwith specifications duly approved by the H.P. Town and Country Planning Department/BBNDA relating to the Apartment No. 401 in Tower No. A-4 at the time of entering into an executing the Agreement for Sale dated 05.08.2021. The Respondents/Promoter further failed to supply to the complainant the requisite office order of H.P.S.E.B.L. for the permanent sanction of electricity supply connection to the Flat/ Apartment No. 401 in Tower A-4.

12. That the respondents have also contravened and violated the provisions of Section 17 and 19 of the Ibid Act as they failed to apprise the complainant /allottee in writing about status of completion of project, issuance of occupancy certificate and permanent electricity supply connection for Flat/Apartment No. 401 in Tower A-4 located in Real Estate Project at Baddi.

13. That the respondents/Promoter have indulged in unfair trade practices by way of advancing illegal and wrongful threats for the termination of Agreement for sale dated 05.08.2021 and further to allot the Flat /Apartment No. 401 in Tower A-4 located in Real Estate Project at Baddi, District Solan, H.P. to some third party, hence, the present complaint before this Hon'ble Authority.

1 . That the respondents/promoter have been registered with the H.P. Real Estate Regulatory Authority vide registration No. RERAH PSOP06180035 and have been running and undertaking Real Estate Project for marketing, selling, inviting persons to purchase plot, apartment or building established in the Planning area of Baddi, Tehsil Baddi, District Solan, H.P.

2. That the brief facts giving rise to the filing of the present complaint are that the complainant/allottee applied on 04.08.2021 for Flat/apartment in the project and accordingly the respondents allotted Flat/Apartment No. 401 in Tower A-4, having carpet area of 1575 square feet with garage/covered parking. The respondents/promoter agreed to sell and the complainant/allottee agreed to purchase Flat/Apartment No. 401, Type Three bed room having 1575 square feet carpet area in Fourth Floor in Tower A-4 for a total sale consideration amount of Rs. 28,00,000/-. The conveyance deed was agreed to be executed and registered in the office of Sub-Registrar by the respondents/promoter as on 30.11.2021.

3. That the complainant has paid Rs. 3,00,000/- on 05.08.2021 through cheque No. 213985 dated 05.08.2021 drawn on IDBI Bank Etah, U.P., Rs. 2,00,000/- paid on 24.08.2021, Rs. 50,000/- paid on 01.09.2021, Rs. 50,000/- paid on 02.09.2021 and Rs. 75,000/- paid on 30.11.2021, and as such, the complainant has paid total amount of Rs. 6,75,000/- to the respondents/promoter as an advance payments towards the total sale consideration amount of Rs. 28,00,000/-. The remaining sale consideration amount of Rs. 21,25,000/- was agreed to be paid by the complainant at the time of execution and registration of conveyance deed in the office of Sub-Registrar. That after the receipt of Rs. 75,000/- on 30.11.2021 towards the sale consideration of Rs. 28,00,000/- of Flat /Apartment No. 401, the respondents /Promoter waived off the condition for termination of agreement for sale dated 05.08.2021. As a matter of fact, the respondents/promoter have not made the time as an

essence of the contract in agreement for sale dated 05.08.2021 for the execution and registration of conveyance deed for the transfer of flat /Apartment No. 401 in Tower A-4, more particularly in the fact situation that the respondents/Promoter have themselves accepted the part payment of Rs. 75,000/- on 30.11.2021. It is most respectfully submitted that the complainant is employed in private sector at Baddi and he was accommodated by the respondents/promoter in the end of December, 2021 in said Flat/Apartment No. 401 in Tower A-4 in part performance of Agreement for sale dated 05.08.2020, the complainant was put in possession of Flat/Apartment No. 401 in Tower A-4 in the end of December, 2021. The said flat/Apartment No. 401 was at that relevant time partly furnished lacking requisite amenities and the complainant had to spend considerable amount in order to make the same in habitable condition.

4. That prior to 31.10.2021 and even thereafter the complainant repeatedly requested the respondents/promoter to execute and register the conveyance deed of flat/apartment No. 401 in Tower A-4 located in Real Estate Project Baddi in the office of Sub-Registrar on receipt of balance sale consideration amount of Rs. 21,25,000/- and also to supply the requisite sanctioned plan and occupancy certificate but on all occasions the respondents/Promoter avoided the needful on one or the other pretext.

5. That in terms of clause 7(i) of Agreement for Sale dated 05.08.2021, the respondents/promoter were to handover physical possession of the Flat/Apartment alongwith ready and complete common areas with all specifications, amenities and facilities of the project in place on 31.10.2021.

6. That in terms of clause 7(ii) of Agreement for Sale dated 05.08.2021, the respondents/promoter, upon obtaining the occupancy certificate or such other certificates by whatever name called/issued by competent authority, were to offer in writing the possession of the Apartment, to the complainant/allottee within two months from the date of issue of occupancy certificate and the conveyance deed was to be executed or carried out by the respondents/Promoter within three months from the date of issue of Occupancy Certificate

7. That in terms of provisions of Section 11(3) of The Real Estate (Regulations and Development) Act 2016, the Promoter, at the time of booking and issue of allotment letter shall be responsible to make available to the allottee, the following informations:-

a) Sanctioned plans, layout plans, alongwith specifications, approved by the competent authority, by display at the site or such other place as may be specified by the Regulations made by the authority;

b) the stage wise time schedule of the completion of the project including the provisions for civic infrastructure like water, sanitation and electricity;

c) That in terms of provisions of Section 11(4)(b) of the Ibid Act, the Promoter shall be responsible to obtain the completion certificate or the Occupancy Certificate, or both as applicable, from the relevant authority, as per local laws or other laws for the time being in force and to make it available to the allottee individually or to the association of allottee or as the case may be.

8. That the respondents /promoter were also to comply with the statutory provisions of Section 17 and 19(1) and (2) in letter and spirit after the execution of the sale agreement dated 05.08.2021.

9. That the complainant made necessary inquiry from the office of BBND A and it has been disclosed that the Plan for the construction of Apartments /Tower A-4 (including Flat/Apartment No. 401) has not been permanently sanctioned and approved by the H.P.

town and Country Planning Department/BBNDA as the respondents/promoter have not obtained NOC from the H.P. State Pollution Control Board and H.P. Fire Department.

10. That the Plan for construction of Apartments /Tower A-4 (including Flat/Apartment No. 401), has not been permanently sanctioned and approved by the H.P. Town and Country Planning Department/BBNDA which tantamount to contravention of Agreement for Sale dated 05.08.2021. The concerned competent authority of the area has not even issued the Occupancy Certificate/ completion certificate in favour of the respondents/Promoter qua the Apartment/Flat No. 401 in Tower A-4 located in the Real Estate Project Baddi, District Solan, H.P. The respondents/Promoter has made material misrepresentation and concealment in the agreement for sale dated 05.08.2021 by stating therein in para "D" that the Promoter has obtained final layout plan, sanctioned plan, specifications and approval for the project and also for the apartment, Apartment or Building, as the case may be from BBNDA. The complainant /allottee has further made necessary inquiry from the office of Electrical Sub-Division, HPSEBL, Baddi and it has been disclosed that the permanent Electricity Supply connection has not been sanctioned and provided by the H.P.S.E.B.L. to the Real Estate Project/Apartments at Baddi and presently a temporary electricity supply connection has been provided to the said Project. The Apartment No. 401 is lacking the infrastructure amenities of permanent electricity supply connection. It is most respectfully submitted that the respondents/Promoter cannot legally and effectively execute and register a valid conveyance deed for the transfer of the flat/Apartment No. 401 in favour of the complainant for want of duly sanctioned and approved plan by the concerned competent authority. The Conveyance Deed for the transfer of Flat /Apartment No. 401 in Tower No. A-4 cannot be registered until or unless the Occupancy Certificate or Completion certificate qua the same is issued by the concerned competent authority of the area.

11. That the respondents/Promoter have contravened and violated the provisions of Section 11(3)(a) and Section 11(4)(b) of the Ibid Act as they have failed to make available to the complainant the permanent sanctioned plan, layout plan alongwith specifications duly approved by the H.P. Town and Country Planning Department/BBNDA relating to the Apartment No. 401 in Tower No. A-4 at the time of entering into an executing the Agreement for Sale dated 05.08.2021. The Respondents/Promoter further failed to supply to the complainant the requisite office order of H.P.S.E.B.L. for the permanent sanction of electricity supply connection to the Flat/ Apartment No. 401 in Tower A-4.

12. That the respondents have also contravened and violated the provisions of Section 17 and 19 of the Ibid Act as they failed to apprise the complainant /allottee in writing about status of completion of project, issuance of occupancy certificate and permanent electricity supply connection for Flat/Apartment No. 401 in Tower A-4 located in Real Estate Project at Baddi.

13. That the respondents/Promoter have indulged in unfair trade practices by way of advancing illegal and wrongful threats for the termination of Agreement for sale dated 05.08.2021 and further to allot the Flat /Apartment No. 401 in Tower A-4 located in Real Estate Project at Baddi, District Solan, H.P. to some third party, hence, the present complaint before this Hon'ble Authority.

Reliefs Sought

**iv) To direct the respondents/Promoter to execute and register a valid conveyance deed in the office of Sub-Registrar for the transfer of Flat/Apartment No. 401 in Tower A-4, situated in Real Estate Project at Baddi, District Solan, H.P. on receipt of balance sale consideration amount of Rs. 21,25,000/- (Rs. 28,00,000/- - Rs. 6,75,000). i) Promoter to deliver to the Occupancy Certificate issued by the concerned competent authority for the Appt. No A4-401 Other reliefs as prayed for in form M**



## Complainant Details

	Personal Info	Contact Details	Address	Notice Address
1.	SOVENDRA KUMAR Father : <b>Lt. Sh. HORI LALL</b> Type : <b>Project</b> <b>(PSOP06180035)</b>	7018040414 sovendrakumar79@gmail.com	Block A4, Appt no 401, Himachalone apartment, Malkumajra, Baddi, Solan, Himachal Pradesh, 173205	Block A4, Appt no 401, Himachalone apartment, Malkumajra, Baddi, Solan, Himachal Pradesh, 173205

## Respondent Details

	Personal Info	Contact Details	Address	
1.	SHRI JAGJIT SINGH AHLAWAT Type : <b>Project</b> Category : <b>Non-Individual</b> RERA Reg No : <b>PSOP06180035</b>	9501488466 adp.northindia@gmail.com	Ahlawat Developers & Promoters, 602-611, Malku Majra, Baddi, Solan, Himachal Pradesh, 173205	



## Documents

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

1.	Sovendra complaint	 
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### Other Documents as annexed along with the complaint

1.	Letted dated 11/2/2022 issued by promoter	 
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## Declaration

### Jurisdiction of the Authority

I **SOVENDRA KUMAR** 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 **SOVENDRA KUMAR** 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 **SOVENDRA KUMAR**, S/O **Lt. Sh. HORI LALL** 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 : **Solan**

Date : **28/02/2022**

**Registration Fee**

Fee Amount

**₹ 500**

Payment Status :  **Payment Received**

Payment Mode : **Online**

Transaction No. : **HPR270220220001**

Transaction Date : **27/02/2022 02:08 PM**

Bank Details : **sbiipay~202205825592418**