



# Real Estate Regulatory Authority

Government of Himachal Pradesh

## Complaint Application

Application No.

CTA0220220005

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### Complaint Details

Complaint Subject	<b>complaint against promoter Chester Hills Solan Project, M/s N G Estates</b>
Facts of the complaint	<p>Sir</p> <p>We bring to your kind notice, various issues we have been facing as residents of Chester Hills Solan, RERA registered projects vide registration no. RERAHPSOP09180041. Issues listed in the forthcoming paragraphs have been communicated to the promoters of the project, M/s N G Estates, through various email(s) and letter(s) for resolution. However, all our efforts to make the builder firm acknowledge and address our issues in a collaborative manner have gone in vain. We feel that the builder firm has been ignorant to our communication in the line of resolving our issues. Hence, with great hope and trust in RERA, we decided to approach your kind office for seeking relief for our grievances.</p> <p>Although, we have been writing emails and communicating over telephone (or in-person) to the builder firm from 2020, through their sales offices at the site, about various (specific and common) issues for the betterment of the project and welfare of the residents, whereas, the builder firm has been either denying our genuine demands or delaying rendering of various services/facilities. All our demands are based on all the promises that the builder firm has made in agreement(s), advertisements (either printed or on social media) and brochure of the project. Not only this, the builder firm has been aggressively marketing and constructing new units for profits while provision of the highlights of the project like clubhouse, allotment of parking, provision of adequate security, provision of play area for kids, etc have been delayed despite 133 allotments (as per email sent by builder). Moreover, the builder firm, in their Quarterly Progress Report (QPR) dt 20.01.2022 for the quarter ending 31.12.2021 has reported that 185 flats are in possession of the allottees. This figure seems highly exaggerated.</p> <p>As the project is under construction and there has been no formation/registration of any society of the residents, but still the builder firm has every single time questioned the authorization from the of resident(s), even when a few residents have brought up the issues on behalf of residents of the project, which are common in the nature. Most of the residents come from salaried or small business households and it is difficult for us to reach out to each and every resident for paperwork again and again due to the unavailability of residents in the complex at the same time. Builder firm has taken undue advantage of this by being ignorant of the issues and kept on delaying disposal of our issues in the absence of any such formal authorization in the past. At last, we tried to organize our communication with the builder firm by putting in a lot of man-hours despite our busy schedule; we had to run door to door according to the availability of the people for taking authorization from maximum units to merely make the builder firm acknowledge and address our common issues but for nothing good.</p> <p>Nevertheless, we communicated our grave issues to the builder firm vide our letter no CHR/2021-22/001 dt 06.12.2021; CHR/2021-22/003. dt 12.01.2022 (along with letter(s) of authorization.). After not getting any material resolution from the builder firm, an online meeting of the residents was conducted on 23.01.2022 and minutes of the meeting were shared with the builder firm as well, with a request to arrange an online meet with the residents in a transparent manner. However, despite our efforts in finding solutions in a collaborative manner, the builder firm has just wasted our time and did nothing in line with resolving our issues.</p> <p>The issues of the residents which have been discussed in detail in the aforementioned letter(s) are listed hereunder for your ready reference:-</p> <p>1. Security &amp; authorized access in a Gated Community: First and foremost highlight of the project in the brochure and the advertisements from the promoters is that it is a Gated Community. A number of following issues have arisen as there are a lot of reasons that the essence of this project as a Gated Residential Community is endangered. The term Gated Community assures the buyers of security and exclusiveness of the amenities of the complex to the inhabitants. However, the reasons mentioned below deviates the project from the important characteristics of a gated residential project:</p> <p>a) No Boundary Walls: The project doesn't have any firm boundary walls for marking the periphery of the complex and protecting the complex from infiltration, stray/wild animals, debris from adjoining land(s) (especially during rains). Moreover, the builder firm has reported in aforementioned QPR that 40% of construction pertaining to boundary walls has been completed but in reality, no boundary wall has been constructed as yet despite our repeated requests.</p> <p>b) In the absence of boundary walls, the only security guard stationed at the entrance of the project is ornamental. The builder firm has clearly appended in their advertisements and brochure about the deployment of adequate security guards and installation of adequate security cameras in common areas but when residents have approached the builder firm to enhance the security, we have been told to share the cost of the same despite paying the entire amount of Sale Consideration at the before possession and monthly</p>

maintenance charges as per mutual understanding.

c) There is no visitor register for authorizing any visitor in the complex. We requested the builder firm that these small things can be easily taken care of but no cooperation has been given from the maintenance department of the project. Moreover, free access is given to landowners of adjoining lands for using the common road of the project for transporting construction material, movement of labour and other outsiders for construction taking place in adjoining land(s).

2. Abuse of Gated Residential Project for Commercial Use by builder/non-residents: As per TCP regulation, commercial area in a colony (Appendix 7; Rules 13, 14 & 67), Percentage of the area to be covered under Commercial Use should be 2-3%. This comes out to be around 495 sq mtr for Chester Hills. Moreover, under commercial use, a note has been given in the aforementioned appendix of TCP rules, which reads as, "Under Commercial Use, convenient shops @ of one shop per 150 persons shall have to be provided. These will include service shops like vegetable, shoe repair, dry cleaning, tailor, barber, general merchandise etc. The purpose of these shops should clearly be mentioned in the Plan and should be accordingly allotted after completion. In case Public and semi-Public amenities like schools, health centers etc. are available in the vicinity and the same are adequate to cater for the requirements of inhabitants, detail thereof shall have to be given in the Check List at Regulation 2. However, provision of toilets and urinals @ two toilets, one for ladies and one for gents, per 1000 persons and provision for Kindergarten/ tot lots etc. shall have to be made in every Scheme."

Yet, the portions of the project are put to use for running a full-fledged hotel and a restaurant, in the name of Mountain Crest (pamphlet of which mentions "by Chester Hills"), right in the middle of the complex. This alone certainly covers an area of more than 310 sq mtr as per the revised Sanctioned Site Plan provided by the promoter(s) in their email dt 31.01.2022. To our surprise, this was never in the picture when we were allotted (or even when we took possession). A signboard of the hotel has been placed on the roof of COMM Block 2 for maximum visibility from the main road to Solan City and a restaurant is being run on the roof. In addition to this Block-5 (labeled as Cygnett Residences in the complex while a signboard has also been affixed on the roof) and Public and Semi-Public Block (Proposed to be used for commercial purposes by the builder firm) comprise other portions of the complex to be used commercially.

The builder firm has completely ruined the essence of a Gated Community by running such unwarranted activities in the complex. Residents are already having problems/hindrances due to tourists arriving in the colony, creating a nuisance and playing loud music at the night. We could not think of anything worse happening to the residential project. In addition to this, builder firm has proposed to open up club facilities like gym, picture hall, etc to the outsiders while compromising the security of the complex and sharing of the resources with outsiders for profits which were created out of capital supplied by the buyers of various units in the project. Moreover, despite paying the membership fees of Rs 1.00 lakh (plus GST) (over and above the Sale Consideration) for the membership of clubhouse, each household will be asked to pay additional charges (over and above monthly maintenance charges) just like outsiders/non-residents, in order to avail the services of the clubhouse, as told by the builder firm.

3. Undue Delay in rendering facilities/services: Block 1, Block 2, Block 3 and Block 4 (consisting of 56 units in aggregate) are almost fully occupied as of now with possessions being taken by the residents in the project complex since 2019. However, the following services/facilities are yet to be rendered by the builder firm.

a) Installation of electric meters: Electricity charges are being levied @Rs 1,000/- per month per unit. However, despite the execution of Sale Deed(s) of more than 20 units, electric meters from HPSEBL are yet to be installed. The occupants have paid Rs 15,000/- (per unit/apartment) for this purpose (over and above Sale Consideration).

b) Club House facilities: Each unit has paid Rs 1.00 lakh plus GST (@18%) to the builder firm at the time of possession towards Club Membership fees. Despite regular reminders, the builder firm has been delaying rendering club facilities (as mentioned in the aforementioned letters and brochure) to the residents. We have been asking for the same for last year and a half but every time it is verbally told that the services will commence within 3-4 months. Please acknowledge that the construction of new units in Phase-II of the project is in full swing and new blocks have been constructed during last year but there is no significant progress in the construction of the building of the clubhouse which began way before the construction of the latest two blocks.

c) Allotment of parking: The most discussed issue of the residents from the time of allotment of respective unit(s) is parking in the project. Although, the builder firm has promised to allot parking to all the unit(s) they have not yet allotted parking to any resident. We fail to understand the reason for the inordinate delay, despite regular follow-ups and suggestions to the builder firm about resolving this issue. With more and more residents coming in as the project is progressing, this is already posing to cause disputes amongst residents. Moreover, we also feel that there is inadequate parking space in the blocks than the builder firm had claimed at the time of sale. Like in Block-3, there are 27 apartments, but only 12-14 vehicles can be parked practically, in the parking area of said block. Moreover, the builder has reported in their aforementioned QPR (latest) that 185 covered parking has been sold/allotted, which is not true. They have told us that covered parking was never promised.

Upon asking about deadlines for rendering aforesaid facilities, the builder firm has either avoided commenting on it or have been saying that such facilities will be delivered soon.

4. Pending mutation of land records after execution of Sale Deed(s): Although builder firm has been advertising things like, "Chester Hills is the only project in Kasauli Hills, where registration can be done without any permission from the Government" but despite the execution of Sale Deed(s) from April 2021 onward, no mutation of land records have taken place even for a single Sale Deed. Moreover, after execution of Sale Deed(s) builder firm has shunned their responsibility to coordinate with the Tehsil Office Solan after attracting the buyers through such advertisements and in the end, buyers are left on their own for completion of the process of transferring the property in the revenue record. This clearly shows how indifferent, the builder firm has been to our requests and justified demands after receiving all the money of Sale Consideration.

5. Provision of Play Area and Green Area:

a) Play Area: As shown by the builder firm in their brochure that project will have a dedicated play area for the kids but no such area has been provided in reality. A noticeable point we found in a Facebook post dt July 03, 2019 of the Chester Hills account run, it was showing kids playing in an open area as a part of the advertisement, with a caption, "A big play area for your little ones". Now, a similar post dt Jun 22, 2020 on Kids Play Area shows a more secured indoor play area for kids. In another post on Instagram, they have advertised that they will be providing lush green gardens for kids to play. The purpose of quoting these posts is to bring to your notice how the buyers are misled through such advertisements and false promises since the promoter has clearly denied the provision of any open play area for kids in our meeting on 17.12.2021. Now they have said that an indoor play area will be provided in the Club House and that facility will be chargeable under facilities of the clubhouse (over and above monthly maintenance).

b) Green Area: As per TCP regulation (Appendix 7; Rules 13,14 & 67), 10-15% area should be covered under Parks and Open Spaces (excluding area under set back, pavement, plantation, landscaping,etc). Even on HP RERA website, the project details shows 2567.32 sq mtr area (11.25% of the total project area) to be covered under Green Area/Parks. However, even after the construction of Phase 1 of the project and the skeletal of Blocks of Phase-II has been done; a small meditation park (not more than 40 sq mtr) is the only green area that has been provided by the builder firm through the entrance to the EWS block. While witnessing the extent of construction that has already taken place in the complex, we are doubtful if the green area to be provided as per regulation will be provided in real terms. We would like to request your kind office to order a site inspection in this regard.

Although builder has reported in their aforementioned QPR that 50% of construction work related to Parks and Playgrounds has been done which is again not true at all.

6. Maintenance and Construction Related Issues after possession:

a) Maintenance: Please acknowledge that each unit has been paying Maintenance Charges as per the mutual agreement with the builder firm @ Re 1.00 per sq ft of Super Area of respective unit. This amounts to around Rs 1200/- per month per flat on average (for Block 1, 2, 3 & 4). However, the maintenance service provided by the builder firm is unsatisfactory. Despite our regular persuasion, intercom service has not been restored as it becomes more necessary in the absence of an adequate number of security guards and cameras coupled with unauthorized access in the complex.

b) There have been a number of complaints from a lot of residents over construction-related issues in their respective units. Many of the occupants have witnessed issues like popping up of tiles, seepages, malfunctioning of electric points, substandard quality of cupboards and doors, etc just within a few months of possession. We tried to resolve such issues through the maintenance team and even gave suggestions for improvement of maintenance but they went unheard. At last, the builder firm falsely claimed that the maintenance is done by RWA in their email dt 31.01.2021 and again shunned their responsibility as there is no RWA formed that we know of. Moreover, no resident member is a member of any such body who runs the maintenance service in the complex or is an authorized signatory of the bank accounts of maintenance.

7. Concealing of facts and lack in transparency: Time and again we have sought transparency from the builder firm in the discussion about our issues. Whereas, they always look for finding an escape from discussing our issues in a transparent manner. We are of opinion that the rights of each and every buyer (or consumer) should be conserved and builder firm is answerable to each one of them for their rightful demands, whereas, the builder firm has time and again questioned the authorization of our representation (through our representatives chosen by a resolution passed by a group of residents in a meeting conducted on 05.12.2021, which was further endorsed and agreed upon by other residents who were unavailable in person in the meeting) since most of the issues are common. For the sake of convenience and participation of maximum residents, we share all the information/letters to be posted in the Whatsapp Group and only upon having consent from the members. We forward the info/letter/email through our representatives. This has wasted a lot of time of the residents for satisfying unjustified requirements of the builder firm just to make them comment/discuss the real issues. These are the tactics adopted by them to suppress the voice of the buyers and buy time to deliver the services, which is sheer harassment.

a) In the light of the foregoing, this made us have a few suspicions about their various activities. Now, at the time we decided to approach RERA regarding our issues, we came to know that the Builder-Buyer Agreement that they have executed is different from the format of the Builder-Buyer Agreement (BBA) uploaded on HP RERA website. The same is the case with Sale Deed(s) executed. Yet they have been giving Undertaking (s) in their QPRs that the agreements they have executed are absolutely in accordance with Form L (format of the agreement approved by HP RERA) which is not true. The format used for executing BBA is profusely altered

without the prior consent of the buyer(s). They've rather concealed the fact that the approved format (Form L) is different from the one they actually used for executing BBA.

Builder firm has also at their will made arrangements with third parties (like Cygnette) for commercial uses like hotel/restaurant service of portions of the residential complex which were never discussed with the residents nor mentioned in sanctioned layout plans. This shows how the builder firm has planned to abuse a gated residential colony by running unwarranted commercial activities and exploit the maximum out of it, even after completion of the project.

b) We also noticed that project civic facilities/amenities listed on HP RERA website show provision of bore well and IPH supply for Chester Hills, whereas the builder firm has clearly denied any water supply from government and conveyed that water shall be provided through bore well only and charges have to be borne by the residents. This may incur a considerable expense and hassle to the residents for water supply, in the future.

c) Most importantly, we also feel that there might be something very suspicious going on with the execution of Sale Deed(s) of the units as the execution of Sale Deeds have abruptly halted for the project. Although, the builder firm has been advertising that No permission is required under Sec 118 of HP Land and Tenancy Act 1972 but is no record of any reply to the clarification sought by the builder firm from the office of Additional Chief Secretary (Revenue), H.P. Secretariat. The execution of Sale Deed(s) (which have been executed in the office of Tehsildar Solan, H.P.) is/are taking place with Mr Govind Ram Sharma signing on behalf of M/s N G Estates on the basis of a Resolution/Authorization letter NGE/AG/2021-17-03-2021 dt 15.04.2021. Although, it was verbally told by Mr Govind Ram Sharma that there has been a GPA executed in his favour for executing the Sale Deeds, however, neither a copy of any registered GPA was provided even after asking for the same nor it is mentioned anywhere in the Sale Deed(s). A peculiar thing we noticed in the aforementioned Resolution/Authorization is that the builder firm, M/s N G Estates is a Partnership Firm but a "Resolution" was passed like in the case of a Company. Moreover, instead of using the terms like "Partner", they have used the term "Director" for Authorized Signatories in that letter. The letter is duly acknowledged by Sub-Registrar on 26.04.2020. This has raised a number of doubts amongst residents about the Sale Deed(s) which have already been executed but still, the mutation in revenue record is delayed for months. Although, we have also written letters to Tehsil Office Solan vide letter no CHR/2021-22/02 dt 06.12.2021 and CHR/2021-22/04 dt 12.02.2022 whereas the mutation is still pending.

d) We also asked for a statement of bank accounts of maintenance and IFMS on several occasions but the builder firm has never produced the same.

Please acknowledge that cost of various units (apartments, plots, villas) in Chester Hills Solan is considerably higher than other similar builder firm projects/independent units (w.r.t carpet area and basic amenities like electricity, water and parking) in the area. Residents have considered paying more money to the promoters for units in the project, in order to avail better and hassle-free services along with extra facilities as promised by the promoters. Moreover, a lot of units have been financed by banks. While middle-income households push all their financial limits by paying interest to the bank, stamp duty, GST, TDS and various other charges, the prime satisfaction they get after investing time, money and trust in such project is to live life with dignity in their dream houses and security of their family. However, when such issues arise they either give up on fighting for what they have paid for or keep themselves from filing complaints/legal formality after thinking of the cost and time involved.

As RERA is an entrusted authority for buyers, buyers undoubtedly have immense trust in the delivery of bona fide products and services in approved projects. Therefore, we further request your kind office that such practice of concealing the facts adopted by the builder firm must be viewed seriously. A copy of group complaint of the residents is also attached herewith.

In the light of the foregoing, we pray for reliefs mentioned in the attachment and request your kind office to grant the same. Meanwhile, we also request your kind office to consider giving Interim Orders as sought, at the earliest so that any other significant development in the project takes place only after protecting the rights of the residents. Thank you.

Regards

Ganeesh Kumar

Reliefs Sought

**I invite reference to the attached file wherein reliefs prayed for have been listed along with interim orders sought. You're further requested to consider granting the same.**

## Complainant Details

	Personal Info	Contact Details	Address	Notice Address
1.	GANEESH KUMAR Father : <b>Sh. RAM PAL</b> Type : <b>Allottee</b>	9627310535 ganeesh.casual00@gmail.com	Flat 101 FLAT 101 B4 CHESTER HILLS BAJROL KHURD, NR ST LUKES MALL ROAD SOLAN, Solan, Himachal Pradesh, 173212, Solan, Solan, Himachal Pradesh, 173212	Flat 101 FLAT 101 B4 CHESTER HILLS BAJROL KHURD, NR ST LUKES MALL ROAD SOLAN, Solan, Himachal Pradesh, 173212, Solan, Solan, Himachal Pradesh, 173212







## Respondent Details

	Personal Info	Contact Details	Address
1.	N G ESTATES Type : <b>Project</b> Category : <b>Non-Individual</b> RERA Reg No : <b>RERAHPSOP09180041</b>	9816024517 sundershan@impactpanchkula.com	N G ESTATES, GAURAV BHAWAN BYEPASS ROAD, SOLAN, Solan, Himachal Pradesh, 173212

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

1.	LETTER OF COMPLAINT	 
2.	LETTERS TO BUILDER AND TEHSIL OFFICE	 
3.	ADVERTISEMENTS BY PROMOTERS	 
4.	Email to builder	 
5.	Email to builder	 
6.	Sale Deed Part 1	 
7.	Sale Deed part 2	 
8.	Builder Buyer Agreement	 
9.	No Dues Certificate and Letter of Possession	 
10.	Letter of Allotment & Reg. Certificate	 
11.	Letter to Builder 1	 

**Other Documents as annexed along with the complaint**

1.	Other Documents	 
2.	Minutes of meeting	 
3.	Letters to builder and Tehsil Office	 

## Declaration

### Jurisdiction of the Authority

I **Ganeesh 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 **Ganeesh 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 **Ganeesh Kumar, C/O Sh. Ram Pal** 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 : **23/02/2022**



**Registration Fee**

Fee Amount

**₹ 500**

Payment Status :  **Payment Received**

Payment Mode : **Online**

Transaction No. : **HPR230220220002**

Transaction Date : **23/02/2022 05:03 PM**

Bank Details : **sbiipay~202205408024940**