



HARYANA REAL ESTATE REGULATORY AUTHORITY, PANCHKULA.

Mini Secretariat (2nd and 3rd Floor), Sector-1, Panchkula.

Telephone No: 0172-2584232, 2585232

E-mail: officier.rera.hry@gmail.com, hrerapkl-hry@gov.in

Website: www.haryanarera.gov.in

Extract of the resolution passed by the Haryana Real Estate Regulatory Authority, Panchkula in its meeting held on 04.09.2024.

Item No. 264.20

No action be taken on any application/request of Keerat Developers and Promoters without presence of all partners.

Promoter: Keerat Developers and Promoters.

Project: "Keerat Homes" - Residential Plotted Colony on land measuring 5.175 acres in Sector-15, Fatehabad.

Reg. No.: HRERA-PKL-RWR-305-2022 dated 01.06.2022 valid upto 31.03.2023.

Temp ID: 1023-2022.

Present: Mr. Charan Dass, Mr. Nishant Nagpal, Partners and Mr. Tarun Ranga, Ld. Advocate.

1. Sh. Charan Dass (one of the partners of Keerat Developers and Promoters) vide letter dated 11.09.2023 has stated as under:

- i. That applicant along with two other persons- Sh. Sudhir Kumar and Sh. Nishant Nagpal entered into a partnership agreement dated 10.09.2020 to develop a project namely 'Keerat Homes' Affordable Residential Plotted Colony under DDJAY-2016 on land measuring 5.175 acres in sector-15, Fatehabad which is registered with the Authority vide registration no. HRERA-PKL-RWR-305-2022 dated 01.06.2022 valid up to 31.03.2023.
- ii. That Sh. Sudhir Kumar and Sh. Nishant Nagpal took signatures of the applicant on some blank and some printed papers with the assurance that they will not be used without his prior consent and will never misuse these papers.
- iii. That the applicant came to know that Sh. Sudhir Kumar and Sh. Nishant Nagpal have fraudulently transferred the unsecured amount (taken in the name of the firm) to the



- accounts of their relatives for their personal use without the knowledge and consent of the applicant.
- iv. That Sh. Sudhir Kumar and Sh. Nishant Nagpal have already booked and allotted the plots to the allottees and are giving possession of the plots to them without the consent of the applicant and are even misusing the papers signed by the applicant. A complaint in this regard is pending before Revenue Court, Fatehabad.
- v. That Sh. Nishant Nagpal has mortgaged 9 plots of the firm without the signatures of other partners on the basis of resolution passed by board of Directors in the meeting dated 18.05.2023 whereas no such meeting was held. Moreover there is no question of board meeting as the applicant and Sh. Sudhir Kumar and Sh. Nishant Nagpal have a partnership firm.
- vi. Request has been made that the complainant and Sh. Sudhir Kumar and Sh. Nishant Nagpal have equal partnership rights in the firm, so no action may be taken on any application/request of Keerat Developers and Promoters without the personal presence of all the three partners.

2. The Authority in its meeting held on 19.09.2023 vide item no. 227.26 observed that *M/s Keerat Developers and Promoters is a partnership firm. The dispute is inter-se the partners of the firm, for which civil court remedy is available. Hence, no action is required by Authority. At the time of registration, one of the conditions was that no hindrance and disability shall be allowed to occur in the way of the allottees in the event of any dispute between the partners. The Authority retains the power to issue any appropriate orders for protecting interests of the allottees. It was decided that Reg. No. HRERA-PKL-RWR-305-2022 dated 01.06.2022 was valid up to 31.03.2023. Therefore, a suo-motu complaint be registered against the promoter by project section for not applying extension of project. (In compliance of the order of the Authority, a suo-motu notice has been issued on 10.10.2023 having complaint number RERA-PKL-2329-2023. The Complaint was heard on 24.01.2024 and the same has been disposed of by the Authority as the Promoter has now applied for extension on 17.11.2023). The extension application is under consideration of the Authority and listed for hearing on 04.09.2024)*

3. The Authority in its meeting held on 21.11.2023 vide item no. 233.22 observed that *as per condition of registration certificate, no hindrance and disability shall be allowed to*



occur in the way of allottees in the event of any dispute between partners. The Authority decided that the complainant be present on the next date of hearing.

4. The matter was placed in the meeting held on 31.01.2024, Mr. Nishant (Partner) appeared before the Authority. Sh. Charan Dass (Complainant) did not appear despite issue of notice and telephonic message to him. Sh. Nishant stated that till date 39 allotments have been made which have been signed by all the partners.

The Authority directed to submit a detail reply of representation of Sh.Charan Dass containing details such as total no. of plots, plots sold, plots unsold, total amount collected from allottees since registration granted till date, amount withdrawn, spent on infrastructure development of the colony duly supported by C.A. Certificate as well as balance available in RERA account of project duly supported with bank account statement. The Authority directed that the reply be submitted latest by 18.03.2024 and all the partners be personally present on next date of hearing, i.e., 27.03.2024.

5. The Authority in its meeting on 10.04.2024 *observed that nobody was present nor any reply has been submitted. The Authority again directed that all the partners be personally present on the next date of hearing i.e. 29.05.2024.*

6. Vide letter dated 26.03.24, Sh. Nishant Nagpal has requested to provide copy of complaint given by Sh. Charan Dass in the Authority on 11.09.23. Copy of complaint was sent to him on the registered email on 16.05.24.

7. On 29.05.2024, Sh. Nishant Nagpal stated that reply has been submitted in the registry today, 29.05.2024, Authority decided that reply submitted by promoter be examined and put up in the meeting. Also, last opportunity be given to the Complainant to be present in next meeting. (The Complainant has been informed telephonically and email dated 30.08.2024 to be present in the hearing)

8. Vide reply dated 29.05.2024 by Sh. Nishant Nagpal which states as follows:

- i. The Authority while registering the project allowed the request of partners in its meeting held on 11.04.2022 and 12.04.2022 that all three partners of the firm will jointly sign the allotment letters, agreement to sell, conveyance deeds, etc. of the allottees.



- ii. After registration of project with HRERA Panchkula, 39 plots out of total 81 plots have been sold by the promoter and all the allotment letters have been jointly signed by all three partners of the firm.
- iii. The respondent denies the fact that he and Sh. Sudhir Kumar have taken unsecured loans in the name of firm and are utilizing the said loans for their personal use.
- iv. Only 39 plots have been sold by the firm which have been allotted by signatures of all the three partners. Hence, the said fact that Sh. Nishant and Sh. Sudhir are selling the plots in the project and giving possession to the allottees without his consent is denied on behalf of answering respondent.
- v. The fact that the answering respondent is using blank and printed papers fraudulently is denied in its entirety.
- vi. In view of allegation that the answering respondent has signed the mortgage deed on behalf of firm for which the complainant, i.e., Sh. Charan Dass has not signed the Authority letter. It is submitted that the said mortgage deed has been submitted to DTCP which has been signed by the answering respondent on the basis of Authority conferred upon him.
- vii. The fact that the complainant, Sh. Nishant and Sh. Sudhir are partners of equal share, i.e., 1/3rd in the partnership deed and no order may be passed without the presence of all the partners is admitted by the answering respondent.
- viii. Sh. Nishant Nagpal also informed that the complainant has also filed a Civil Suit bearing No. CS/69/2023 in the Court of Additional Civil Judge (JD), Fatehabad which is lis pendens before the said forum wherein the complainant has been seeking injunction under Order 39 Rule 2A of Code of Civil Procedure, 1908.
- ix. The Complainant has debit freeze the accounts of the firm which is directly impacting the development of the project due to which allottees and other partners of the firm are also suffering badly. Due to freezing of accounts of firm by the complainant, they are unable to do any compliances before various statutory Authorities including necessary compliances as provided under RERA Act, 2016. As a result, they are not even able to seek extension of the project.
- x. The answering respondent has also made several attempts and asked the complainant to sit and discuss the grievances and has been trying to settle the matter.



xi The Complaint may kindly be dismissed with heavy costs upon the complainant in the interest of allottees, justice and fair play so that the project may be completed within the framed time lines.

9. It is pertinent to state that as per orders of the Authority dated 31.01.2024 following was directed "a detail reply of representation of Sh.Charan Dass containing details such as total no. of plots, plots sold, plots unsold ,total amount collected from allottees since registration granted till date, amount withdrawn, spent on infrastructure development of the colony duly supported by C.A. Certificate as well as balance available in RERA account of project duly supported with bank account statement." The said information has not been incorporated in the reply dated 29.05.2024.

10. Both the partners Sh. Charan Dass and Sh. Nishant Nagpal submitted that a court case has been filed in Hon'ble local court at Fatehebad by Sh.Charan Dass. Hence, Authority is of the view that this matter is inter-se dispute among the partners. Hence, no action is required by the Authority. Accordingly, this complaint is disposed of. The other issues of project are being taken up in extension case.



True copy

Executive Director,
HRERA, Panchkula

A copy of the above is forwarded to CTP, HRERA Panchkula, for information and taking further action in the matter.

~~25/9/24~~ 26/9/24.

LA Kabul