



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 398 OF 2019

Tarang Flat Owners Association

....COMPLAINANT(S)

VERSUS

Tarang Infrastructure. Ltd.

....RESPONDENT(S)

CORAM:

**Rajan Gupta
Dilbag Singh Sihag**

**Chairman
Member**

Date of Hearing: 09.08.2022

Hearing: 21st

Present through:- Ms Remya Renold, Counsel for the complainant
Video conferencing Mr. Munish Kumar Garg, Counsel for the respondent

ORDER (RAJAN GUPTA-CHAIRMAN)

An application dated 05.07.2022 has been filed by Mr. Munish Kumar Garg, learned counsel for respondent submitting that after mutual negotiations and discussions the matter has been amicably settled between both parties namely 'Tarang Flat Owners Association' and 'Tarang Infrastructure. Ltd.' A copy of settlement agreement dated 03.07.2022 executed between both parties has been placed on record.

The relevant part of terms of settlement as agreed between both parties is reproduced below-

“1. That the First and the Second party, after mutual negotiations and discussions have agreed to amicably settle their disputes and have decided as follows:

a First Party shall get the repair works done in the building of the project for removing the structural defects in the building, which had to be done by the Second Party. For the purpose of removal of the structural defects, the First Party shall appoint Contractors/Agency of its own choice.

b. The Second Party shall continue the ongoing balcony & outside common wall structure repair works including applying of putty in the Society premises and will complete the said repair work within a period of 2 months from the execution of this Settlement Deed.

c. For the expenditure of the repair works being undertaken by the First Party, the Second Party shall make a payment of an amount of Rs.45,00,000/- (**Rupees Forty-Five Lakhs Only**), as mutually agreed, to the First Party in 3 equal Instalments through 3 post-dated cheques

d. That the Second Party will address the grievance of the First Party of **non-payment of Interest Free Maintenance Security amount**

(hereinafter referred to as "IFMS") collected from the allottees of the project and thereby, pay an amount of Rs.42,00,000/- (**Rupees Forty-Two Lakhs Only**) to the First Party, on

the basis of the list of amount of IFS collected from allottees submitted by the Second Party before the Haryana Real Estate Regulatory Authority, Panchkula (hereinafter referred to as "Ld. HARERA, Panchkula" in Complaint No.RERA-PKL-398-2019. On the basis of the list of allottees submitted by the Second Party who have paid the IFMS, the First Party has tallied the entries with the members of First Party and the tallied list is detailed in **Schedule A.**

e. It is agreed between both the Parties that regarding any balance claim of IFMS raised by the remaining allottees beyond the Schedule A, it shall be suitably settled between the Second Party and the concerned Allottee/Member and the amount so settled shall be handed over to the First Party on as & when basis, however, the same shall be subjected to proof by the said concerned Allottee/Member)

.....”

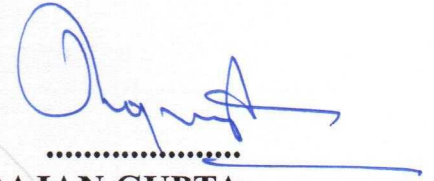
2. Ms. Remya Renolds, learned counsel for complainant agreed with the settlement and submitted that in case respondent does not honour its obligations and promises under the agreement, complainant may be allowed liberty to approach the Authority for redressal of their grievances again.

3. In view of submission of both parties and settlement deed placed on record, present complaint has become infructuous and is thus

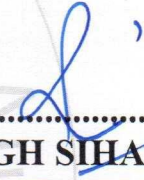
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disposed of with a liberty to complainant to initiate fresh proceedings in case of default on part of respondent.

4. Case is **disposed of**. Order be uploaded on website and files be consigned to record room.



RAJAN GUPTA
[CHAIRMAN]



DILBAG SINGH SIHAG
[MEMBER]

