



Complaint No. 220 of 2019

**HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA**

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

**COMPLAINT NO. 220 OF 2019**

Sangeeta Choudhary & Anr.

....COMPLAINANT

VERSUS

Express Project Pvt. Ltd. & Anr.

....RESPONDENT

**CORAM: Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing:** 23.04.2019

**Hearing:** 3<sup>rd</sup> hearing

**Present:** - None for Complainant

Sh. Kamal Dahiya, Counsel for Respondent

**ORDER (RAJAN GUPTA- CHAIRMAN)**

The present complaint is being disposed of vide this final order.

The matter was first heard on 28.02.2019 when none appeared on behalf of complainant. On second hearing dated 02.04.2019 both the parties had sought adjournment stating that talks of amicable settlement were going on.

2. Today, learned counsel for the respondent informed that both the parties have arrived at amicable settlement. The settlement so arrived at has been reduced into writing and signed by both the parties, and its copy, marked as O-8, has been placed on record. The said terms of settlement are reproduced below:

- i. "That the complainants and respondent have arrived on amicable settlement in the case titled as Sangeeta Chaudhary & another Versus Express Projects Private Ltd.
- ii. That complainants have agreed to accept sum of Rs.4,50,000/- (Four Lakh Fifty Thousand only) in lieu of claim made in the captioned complaint filed before this Hon'ble Tribunal.
- iii. That complainants have agreed to accept such sum of amount, in satisfaction to all the claims the unit allotted to him i.e. Apartment no.E-59/GF having super area of 1350 sq. ft in project Express Homz, situated at Sonipat.

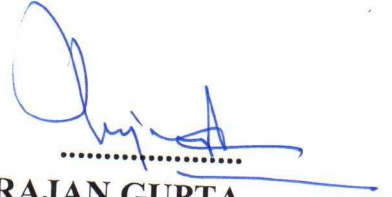


- iv. That the complainants hereby agree that they will not claim any right, benefits, compensation, damages, penalty, interest etc., whatsoever, against the said unit after execution of this settlement deed.
- v. The complainants further agrees that they will not drag the respondent in any other court of law, in relation to such unit.
- vi. That the respondent agrees to pay the amount of Rs. 4,50,000/- in full and final satisfaction of the claims of the complainant, after completing all the necessary formalities and execution of requisite documents from complainant's end.
- vii. That complainants hereby agrees that they will complete all the requisite formalities to hand over the original Builder Buyer Agreement, Original Financial Receipts, Allotment Letter etc. to the respondent within 30 days from date of completion of requisite formalities.
- viii. That respondent also agrees to pay the total amount of Rs.4,50,000/- to the complainants within 30 days from date of completion of requisite formalities.
- Both the parties, hereby, agree to the terms and conditions of this deed of settlement voluntarily and by their own will.”

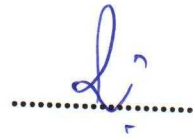
  
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Accordingly this matter is disposed as settled by was of mutual consent.

Both parties shall remain bound by the above terms of settlement.



**RAJAN GUPTA**  
**[CHAIRMAN]**



**DILBAG SINGH SIHAG**  
**[MEMBER]**

