

**HARYANA REAL ESTATE REGULATORY AUTHORITY
PANCHKULA, HARYANA**

Date : 25.09.2018

Hearing : 1st

Complaint No. 325 /2018

Smt. Suman

...Complainant

Versus

M/s Jagran Developer & Anr.

...Respondent

Complaint No. 326 /2018

Smt. Suman

...Complainant

Versus

M/s Jagran Developer & Anr.

...Respondent

Complaint No. 329 /2018

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M/s Jagran Developer & Anr.

...Respondent

CORAM :

Sh. Rajan Gupta

Chairman

SH. Anil Kumar Panwar

Member

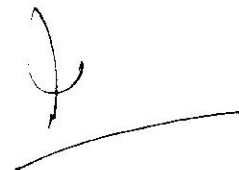
Sh. Dilbag Singh Sihag

Member

APPEARANCE:

Kamal Dahiya, Counsel for Complainant

Drupad Sangwan, Counsel for Respondent



ORDER:

1. The present complaint is being disposed through this final order. The matter was listed to be heard for first hearing today. The Ld. Counsel for Respondent informed the Authority that the parties have arrived at a settlement, the memorandum of settlement dated 08/09/2018 was submitted before the Authority. The parties, have agreed to settle the matter through mutual consent by taking steps in furtherance of the same. The memorandum of settlement is reproduced below.

- i. 'The respondent agrees that the complainant booked three shops G-55,56,G-57 in the project called 'Galleria' Kurukshetra Global City, Sector 29, Kurukshetra. Buyer's agreement dated 19.03.2014 was executed between the parties.
- ii. It is agreed that a total sum of Rs. 60,13,603/- has been paid by the complainant as part sale consideration.
- iii. That, the complainant agrees to purchase residential plot bearing no. B-283, measuring 502.32 Sq. Yds., the total sale consideration of which is Rs. 66,69,792/- inclusive of Basic, EDC/IDC, PLC and other charges. The complainant undertakes to make the balance payment of Rs. 6,56,189/- within 45 days from the date of this agreement.
- iv. That, the registration expenses and stamp duty shall be payable and borne by the complainant.



- v. That, the complainant shall handover all original receipts Agreement and allotment letters etc. with regard to the said shops. The respondent is absolutely free to sell the said shops in open market.
- vi. That, the amount already paid by the complainant shall be adjusted towards sale consideration of plot bearing no. B-283 and the complainant shall not raise any claim or dispute against such adjustment at any time. This agreement shall be treated as full and final settlement of accounts in respect of the said shops.
- vii. The respondent will execute the conveyance deed in favour of complainant after adjustment of dues.
- viii. The complainant in addition to the payment of balance sale consideration, shall also bear the applicable taxes, cess etc. in respect to the said plot no. B-283 as and when demanded by the statutory Authority/s.
- ix. That the complainant is left with no right, title, interest of any nature with respect to the said shop bearing nos. G-56,55,57 and the allotment letter/ receipt stand cancelled. The complainant undertakes that neither complainant nor anyone claiming under him will raise any dispute in future against the respondent.

A handwritten signature in black ink, consisting of a stylized, cursive letter 'Q' or similar character, positioned above a horizontal line that extends to the right.

- x. That the complainant undertakes that the complainant has not created any third-party interest in any manner against the said shops, if it is so found the complainant shall be solely responsible to indemnify the first party against any such claim.
- xi. That in view of this settlement the complainant has withdrawn the complainant filed before HRERA.'

The parties shall be bound by the terms of the memorandum of settlement reproduced above. The matter is disposed off accordingly.



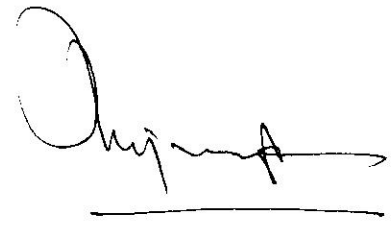
D.S. Sihag

Member



Anil Kumar Panwar

Member



Rajan Gupta

Chairman