



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana


नया पी.डब्ल्यू.डी. विश्राम गृह. सिविल लाईंस, गुरुग्राम, हरियाणा


PROCEEDINGS OF THE DAY


Day and Date	Thursday and 7.6.2018
Complaint No.	120/2018 case titled as Geeta Rani versus M/s Pareena Infrastructure Pvt. Ltd.
Complainant	Geeta Rani
Represented through	Complainant in person with Shri Shanker Vig Advocate
Respondent	M/s Pareena Infrastructure Pvt. Ltd.
Respondent Represented through	Shri Sanjeev Kumar Company Secretary with Shri Prashant Sheoran Advocate for the respondent

Proceedings

The parties have arrived at a compromise/settlement. The learned counsel for the respondent has filed Memorandum of Undertaking dated 7.6.2018 which has been signed by the complainant and the learned counsel for both the parties. The complainant Geeta Rani has also signed the said MOU on behalf of Shri Rakesh Kumar Pruthi who has authorized the complainant in writing on 18.4. 2018 for the same. The copy of authorization letter has been produced by the counsel for the complainant before the Authority. On the request of learned counsel of the respondent, the learned counsel for the complainant has also given an undertaking that he shall provide the GPA of Rakesh Kumar Pruthi in favour of the complainant viz. Geeta Rani to the respondent within 10 days from today for all purposes as per settlement took place between the complainants and the respondent. **The present complaint is disposed of** in terms of MOU dated 7.6.2018 executed between the parties. File be consigned to the Registry.


Samir Kumar
(Member)


Subhash Chander Kush
(Member)


Dr. K.K. Khandelwal
(Chairman)
7.6.2018

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016
Act No. 16 of 2016 Passed by the Parliament

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण
भारत की संसद द्वारा पारित 2016 का अधिनियम संख्यांक 16

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Complaint No. : 120 of 2018
Date of Institution : 02.04. 2018
Date of Decision : 07.06. 2018

1. Geeta Rani Gupta W/o Late Sh. F.C. Gupta R/o Flat No. 002,
Tower-4, Vipul Green, Sohna Road, Gurugram, Haryana
2. Rakesh Kumar Pruthi S/o Late Sh. Som Nath Pruthi R/o House
No. 23L, Model Town, Sonipat-131001

----**Complainants**

Versus

1. M/s Pareena Infrastructure Pvt. Ltd. C-1 (7A), 2nd Floor,
Omexe City Centre, Sohna Road, Gurgaon, Haryana

-----**Respondent**

CORAM:

Dr. K.K. Khandelwal

Shri Samir Kumar

Shri Subhash Chander Kush

Chairman

Member

Member

APPEARANCE:

Geeta Rani in person with Shri
Shanker Wig, Advocate

Advocate for the complainants

Shri Sanjeev Kumar, Company
Secretary with
Shri Prashant Sheoran

Advocate for the respondent



**Settlement Order interse Ms. Geeta Rani and Mr. Rakesh
Kumar Pruthi - Complainants
and M/s Pareena Infrastructure Pvt. Ltd. - Respondent**

1. A complaint dated 02.04.2018 was filed under Section 31 of The Real Estate (Regulation & Development) Act, 2016 read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by the complainants-Geeta Rani Gupta and Shri Rakesh Kumar Pruthi against the Builder M/s Pareena Infrastructures Pvt. Ltd. through Shri Sanjeev Kumar, Authorised Signatory-Developer claiming refund of the money paid by them along with interest.
2. The particulars of the complaint are as under:-

1.	Name and location of the Project	Coban Residences, Sector 99-A Gurugram
2.	Flat/Apartment/Plot No./Unit No.	602, Tower No.3
3.	Booking amount paid by the buyer to the builder/promoter/company vide agreement	₹8,50,000/-
4.	Total consideration amount as per agreement	₹1,19,08,125/-
5.	Total amount paid by the complainant upto date	₹20,49,096/-
6.	Percentage of consideration amount	Approx. 20%



7.	Date of delivery of possession	44 months i.e. 31.03.2017
8.	Delay for number of years/months upto date	1 Year and 3 months
9.	Penalty Clause as per builder buyer agreement	Rs. 5 per sq. ft. of the super area per month

3. As per the details provided above, the complainants Smt. Geeta Rani and Rakesh Kumar Pruthi have raised their contention that they had signed an Application Form on 31.07.2013 after paying a booking amount of ₹4,25,000/- vide Cheque No.439978 dated 12.1.2013 and Rs.4,25,000/- vide cheque No.003656 dated 12.1.2013. As per Clause 13 of the Application Form, the possession of the above stated Flat No. 602, Sector-99A, Gurugram was to be delivered to the complainants within 44 months and in the case of delay, the promoter shall pay Rs. 5/- per square feet of the super area for every month of such delay to the buyer (but the Builder has not fulfilled his committed liability till as on date). No builder-Buyer Agreement has been executed between the parties and no further payment has been made by the allottee to the respondent-company.

Day



4. Notices were issued to the respondent. Accordingly, the respondent appeared before the authority on 01.05.2018 through their legal counsel Shri Prashant Sheoran, Advocate.
5. Subsequently, the case came up for hearing on 22.5.2018, 06.06.2018 and 07.06.2018. On 06.06.2018, Shri Prashant Sheoran, Advocate, the learned counsel for the respondent informed that there were chances of compromise between the parties and requested for submitting settlement/compromise deed on 07.06.2018.
6. Opportunity was given to both the parties to resolve their contentious issues out of the Authority. The hearing of the matter was deferred till 07.06.2018 for settlement so that both the parties if feasible could settle their matter out of the Court. On 07.06.2018, both the parties came present before the authority by bringing attested copy of 'Memorandum of Understanding' dated 07.06.2018 duly attested inter-se both the parties, complaints and the respondent which has been placed on record. The complainant no. 1, Geeta Rani has also signed the said MOU on behalf of Shri Rakesh Kumar Pruthi, complaint no. 2 who has authorized the complainant no. 1 for executing the documents on his behalf. The copy of authorization letter has

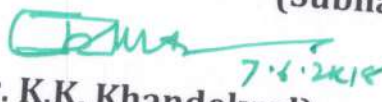


been produced by the counsel for the complainant before the Authority. The learned counsel for the complainant has also filed General Power of Attorney of Shri Rakesh Kumar Pruthi in favour of the complainant no. 1 viz. Geeta Rani to the respondent for all purposes as per settlement to be taken place between the complainants and the respondent. The original Special Power of Attorney dated 11.6.2018 has been placed on the record.

7. Since, both the parties have expressed their satisfaction over the amicable settlement. As such, their contentious issues stand resolved. The complaint dated 02.04.2018 is disposed of in terms of Memorandum of Understanding dated 07.06.2018 executed between the parties.
8. The order is pronounced.
9. Case file be consigned to the registry.


(Samir Kumar)
Member


(Subhash Chander Kush)
Member


(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

