

PROCEEDINGS OF THE DAY

Day and Date	Tuesday and 26.6.2018
Complaint No.	06/2018 case titled as Mr. Anil Sikka versus M/s Orris Infrastructure Pvt. Ltd.
Complainant	Mr. Anil Sikka
Represented through	Complainant in person with Shri Sanjeev Sharma, Advocate.
Respondent	M/s Orris Infrastructure Pvt. Ltd.
Respondent Represented through	None for the respondent

Proceedings

The complainant made a statement that he is not appearing before the Authority for compensation but for fulfilment of the obligations by the Promoter as per The Real Estate (Regulation & Development) Act, 2016 for which he will be giving amended application.

A Deed of Settlement dated 25th June, 2018 has been filed by the complainant which has been signed by both the parties. The complaint is disposed of as per terms and conditions mentioned in Deed of Settlement. Detailed order will follow. File be consigned to the Registry.

Samir Kumar
(Member)

Dr. K.K. Khandelwal
(Chairman)
26.6.2018

Subhash Chander Kush
(Member)

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

Complaint No. : 06 of 2018

Date of Institution : 21.02. 2018

Date of Decision : 26.06. 2018

Anil Sikka R/o 13/82, Vikram Vihar, Lajpat Nagar-IV, New Delhi-110024

-----**Complainant**

Versus

M/s Orris Infrastructure Pvt. Ltd., J-10/5, DLF Phase II, Sector-25, Gurugram, Haryana

-----**Respondent**

CORAM:

Dr. K.K. Khandelwal

Chairman

Shri Samir Kumar

Member

Shri Subhash Chander Kush

Member

APPEARANCE:

Shri Ashok Sikka -brother of complainant in person with Shri Sanjeev Sharma, Advocate

Advocate for the complainant

Shri Animesh Goyal and Shri Satyender Kumar Goyal

Advocate for the respondent



HARERA
GURUGRAM



**Settlement Order interse Mr. Anil Sikka- Complainant
and M/s Orris Infrastructure Pvt. Ltd. - Respondent**

1. A complaint dated 21.02.2018 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 complainant (Mr. Anil Sikka) against the promoter (M/s Orris Infrastructure Pvt. Ltd.) on account of violation of clause 10.1 of the Space buyer agreement executed on 02.05.2011 in respect of unit as detailed below for not handing over possession on due date which is an obligation under section 11 (4) (a) of the act ibid.
2. The particulars of the complaint are as under: -

1.	Name and location of the Project	Orris Business Square, Sector-82A Gurugram
2.	Flat/Apartment/Plot No./Unit No.	Office Space, Two units Nos. C702 and C703 of 500 Sq. Ft each
3.	Booking amount paid by the buyer to the builder/promoter/company vide agreement	₹14,50,000/- per unit i.e. ₹ 29 Lakhs



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4.	Total consideration amount as per agreement	Rs. 29,00,000/-
5.	Total amount paid by the complainant upto date	Rs 29,00,000/-
6.	Percentage of consideration amount	100 percent
7.	Date of delivery of possession	01.05.2014
8.	Delay for number of years/months upto date	4 years, 2 months and 17 days
9.	Penalty Clause as per builder buyer agreement	Clause 11.5 i.e. Rs. 5/- per sq. ft. of the super area
10.	Cause of delay in delivery of possession	Due to non-approval of building plan

3. As per the details provided above, the brother of the complainant, namely, Ashoka Sikka who has filed a Special Power of Attorney dated 11.4.2018, has raised his contention that the complainant had entered into a Memorandum of Understanding dated 21.11.2009 and a Space Buyer Agreement dated 02.05.2011 with the complainant after paying total sale consideration of Rs. 29 Lakhs i.e. Rs.14,50,000/- per unit (Two units No.C-702 and C-703) in the form of lumpsum amount vide Cheque No. 877451 dated 15.11.2009. As per Clause 10.1 of Space Buyer Agreement, the possession of the above stated two Nos. C-702 and C-703 was



to be delivered to the buyer/complainant by 01.05.2014 i.e. within 36 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.

4. Notice was issued to the respondent. Accordingly, the respondent appeared before the authority on 10.04.2018 through its legal counsel, Shri Satyender Kumar. Shri Ashok Sikka, brother of the complainant appeared before the authority on 24.04.2018 and filed Special Power of Attorney signed in his favour to act and appear before the authority on the behalf of the complainant.
5. The case came up for hearing on 10.04.2018, 24.04.2018, 17.05.2018, 05.06.2018, 09.06.2018 and 26.06.2018. The reply on behalf of the respondent was filed. The contention raised by the respondent company was that there was delay in delivery of possession due to non-approval of the Building Plan which was not found to be tenable.
6. Opportunity was given to both the parties to resolve their contentious issues. Both the parties expressed their explicit desire to resolve the matter amicably out of the Court (if given





them a due opportunity). The hearing of the matter was deferred till 26.06.2018 for settlement so that both the parties if mutually agreed could settle their matter out of the Court. On that next date of hearing i.e. 26.06.2018, Ashok Sikka, authorized representative of the complainant came present before the authority by bringing the duly signed and attested 'Deed of Settlement dated 25.6.2018' inter se by both the complainant and the respondent which has been taken on record.

7. Since, both the parties have expressed their satisfaction over the amicable settlement. As such, their contentious issues stand resolved. The complaint dated 21.02.2018 is disposed of accordingly.
8. Order is pronounced.
9. Case file be consigned to the Registry.



HARERA
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(Samir Kumar)
Member

(Subhash Chander Kush)
Member

(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram