

**PROCEEDINGS OF THE DAY**

Day and Date	Wednesday and 19.09.2018
Complaint No.	190/2018 Case titled as Ms. Annu Sachdeva V/S M/S Emaar India Pvt. Ltd.
Complainant	Ms. Annu Sachdeva
Represented through	Complainant in person
Respondent	M/S Emaar India Pvt. Ltd.
Respondent Represented through	S/Shri J.K. Dang and Ishaan Dang, Advocates for the respondent.
Last date of hearing	21.8.2018
Proceeding Recorded by	

**Proceedings**

**The project is registered.**

Counsel for the complainant submitted a Settlement Agreement executed between the respondent and the complainant. This Settlement Agreement has been signed by both the parties. Accordingly, the matter is disposed of in view of the Settlement Agreement arrived at between the parties. Detailed order will follow. File be consigned to the registry.

Samir Kumar  
(Member)

Dr. K.K. Khandelwal  
(Chairman)  
19.09.2018

Subhash Chander Kush  
(Member)

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

Complaint No. : 190 of 2018  
First date of hearing : 24.05.2018  
Date of Decision : 19.09.2018

Ms. Annu Sachdeva, R/o C-81, Second  
Floor, Ardee City, Sector 52, Gurugram-  
122011

**...Complainant**

Versus

M/s Emaar India Pvt Ltd (Formerly known  
as Emaar MGF Land Limited)  
Office at: 306-308, Square One, C-2, district  
Centre, Saket

**...Respondent**

**CORAM:**

Dr. K.K. Khandelwal  
Shri Samir Kumar  
Shri Subhash Chander Kush

**Chairman**  
**Member**  
**Member**

**APPEARANCE:**

Complainant in person with  
Shri Vishakh Ranjit, Advocate

Advocate for the complainant

Shri Ishaan Dhang

Advocate for the respondent



**SETTLEMENT ORDER INTERSE -**

**Ms Annu Sachdeva (Complainant) & M/s Emaar India Pvt  
Ltd (Respondent)**

1. A complaint dated 24.04.2018 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 complainant Ms. Annu Sachdeva against the promoter M/s Emaar India Pvt Ltd on account of violation of clause 30 of the builder-buyer agreement executed on 27.02.2013 for unit no. IG-05-1504 in the project "Imperial Gardens" for not giving possession on the due date which is an obligation of the promoter 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	"Imperial Gardens" in sector 102, Gurugram
2.	Unit no.	IG-05-1504
3.	Project area	49,637 sq. m
4.	Registered/ not Registered	Registered
5.	DTCP license	208 of 2017
6.	Date of booking	26.02.2013
7.	Date of builder buyer agreement	Not executed
8.	Total consideration	Rs. 1,51,32,833/-
9.	Total amount paid by the complainant	Rs. 10,00,000 /-
10.	Payment plan	Construction Linked Plan



11.	Date of delivery of possession.	Clause 30 of Allotment Letter – 42 months from date of start of construction i.e 11.11.2013 + 3 months grace period i.e 11.08.2017
12.	Penalty clause as per <b>Allotment Letter</b> dated 26.02.2013	Clause 31- Rs. 7.50/- per sq. ft. per month of the Super Area

3. As per the details provided above, the complainant, namely, Ms Annu Sachdeva has raised her contention that she had applied for allotment of a apartment unit no IG-C5-1504 in the project “Imperial Garden” in Sector-102, Gurgaon. The Complainant had made a payment of Rs. 10,00,000/- out of the total sale consideration. Certain disputes arose between both the parties pertaining to the said allotment, which led to the filing of Complaint before this Authority.



4. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. Accordingly, the respondent appeared on 24.05.2018. The case came up for hearing on 24.05.2018, 11.07.2018, 21.08.2018, 19.09.2018. The reply has been filed on behalf of the respondent on 19.06.2018.

5. Therefore Counsel for the complainant submitted a Settlement Agreement dated 30.08.2018 executed between the respondent and the complainant. The Settlement Agreement has been signed by both the parties and the same has been placed on record for further reference and record.
6. Since both the parties have expressed their satisfaction over the amicable settlement. As such, their contentious issues stand resolved. The complaint dated 24.04.2018 is disposed of accordingly.
7. The order is pronounced.
8. 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