

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

Complaint No. : 467 of 2018
Date of First
Hearing : 23.08.2018
Date of Decision : 23.08.2018

Sh. Rajkumar (C1), R/o Ram Mandir Wali Gali,
Near Ram Mandir, Darbaripur, Badshahpur,
Gurgaon(Haryana)-122101

Complainants

Sh. Gyan Chand, R/o 1701, Punjabi Mohalla,
Near Ram Mandir, Badshahpur, Gurgaon
(Haryana)-122101

Versus

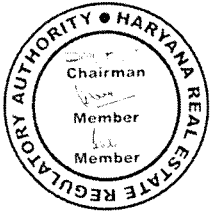
M/s Clarion Properties Ltd.(Through its
directors) (R1)
Sh. Rajiv Katoch (R2)
Sh. Nirmal Pradhan Chandra (R2)
Sh. Devender Kumar (R3)
Office- Plot no. 08, Sector-44, Gurugram
(Haryana)-122002

Respondents

CORAM:

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

Chairman
Member
Member



APPEARANCE:

Shri Narender Kumar
Shri Ayush Tyagi, Legal
Manager on behalf of the
respondent company

Advocate for the complainants
Advocate for the respondents

**SETTLEMENT ORDER INTERSE MR. RAJKUMAR AND MR. GYAN
CHAND - COMPLAINANTS
AND
M/S CLARION PROPERTIES LTD., SH. RAJIV KATOCH, SH.
NIRMAL PRADHAN CHANDRA AND SH. DEVENDER KUMAR -
RESPONDENTS**

1. A complaint dated 21.06.2018 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, Mr. Rajkumar and Mr. Gyan Chand, against the Developer, M/s Clarion Properties Ltd., Sh. Rajiv Katoch, Sh. Nirmal Pradhan Chandra and Sh. Devender Kumar, 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	"Element One" in sector 47 & 49, Gurugram
2.	Unit No.	G-12, Block-B
3.	Unit area	423 sq. ft.
4.	Project area	2.7625 acres
5.	DTCP License	86 of 2011
6.	Registered/ Not Registered	Not Registered
7.	Date of booking	27.01.2015
8.	Date of builder buyer agreement	24.02.2015
9.	Total consideration	Rs. 94,11,750/- (Total BSP as per the BBA)



10.	Total amount paid by the complainant	Rs. 85,53,034/-
11.	Payment plan	Down Payment Plan
12.	Date of delivery of possession.	Clause 7.1- 42 months from start of construction + 6 months grace period
13.	Penalty clause as per builder buyer agreement	Clause 7.3- Refund of money deposited along with simple interest @ 8% p.a.

3. As per the details provided above, the complainants, Sh. Rajkumar and Sh. Gyan Chand have raised their contention that on 27.01.2015, they paid an amount of Rs. 5,00,000/- as advance deposit for booking the said retail unit/shop no.G-12 in Block-B. The agreement to sale was entered into by the parties on 24.02.2015 whereby the total basic sale price (BSP) of the unit was fixed at the rate of Rs. 94,11,750/-. It was agreed between the parties that the remaining BSP along with other charges shall be paid at the time of offer of possession. The complainants paid the instalment of Rs. 85,58,034 which is the amount paid by them till date. Further, a memorandum of understanding (MoU) was executed between the parties whereby the respondents agreed to pay Rs. 73,333/- to the complainants as assured returns per



month till the date of offer of the possession. However, on 06.11.2017, the complainants received a letter of offer of possession wherein they were informed about the obtaining of occupation certificate and the respondents demanded an additional amount of Rs 28,07,054/- from the complainants.

4. However, complainants requested the respondents to deduct the excess amount as shown in the final letter of offer of possession and to charge only the remaining amount as per the BBA. However, despite repeated visits, calls and requests, no definite redressal was given to the complainants. Hence, this complaint was filed on 21.06.2018.
5. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. Shri Ayush Tyagi, legal manager appeared on behalf of the respondent on 23.08.2018. On 23.08.2018, the learned counsel for the complainants informed the Authority that they have arrived at settlement with the respondent and accordingly, the complainant does not intend to pursue the complaint. The learned counsel for the complainants filed an affidavit dated 07.08.2018 with regard to settlement of the matter relying upon the settlement/compromise deed dated 12.07.2018.



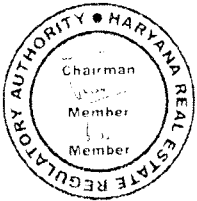
Since both the parties have expressed their satisfaction over the amicable settlement. As such, their contentious issues stand resolved. The complaint dated 21.06.2018 is disposed of accordingly.

6. The order is pronounced.
7. Case file be consigned to the registry. Copy of this order be endorsed to the registration branch, the project not being registered.

(Samir Kumar)
Member

(Subhas Chander Kush)
Member

(Dr. K.K. Khandelwal)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram



PROCEEDINGS OF THE DAY

Day and Date	Thursday and 23.08.2018
Complaint No.	467/2018 Case titled as Mr. Rajkumar & Anr. V/s M/s Clarion Properties Ltd. & Others.
Complainant	Mr. Rajkumar & Anr.
Represented through	Shri Narender Kumar Advocate for the complainant
Respondent	M/s Clarion Properties Ltd. & Others.
Respondent Represented through	Shri Ayush Tyagi, Legal Manager on behalf of the respondent-company.
Last date of hearing	First hearing

Proceedings

The project is not registered.

It was brought to the notice of the authority that the project is registerable but so far it has not been registered which is in violation of Section 3 (1) of the Real Estate (Regulation & Development) Act 2016. The learned counsel for the respondent has been asked to advise the respondent to do needful at the earliest and this be treated as the notice as to why penal proceedings should not be initiated against the respondent under section 59 for violation of Section 3 (1) of the Act ibid, whereunder the penalty amount may extend upto 10% of the estimated costs of the Project.

The learned counsel for the complainants has filed affidavits of the complainants dated 7.8.2018 with regard to the settlement of the matter outside the RERA authority. He has also moved an application dated 23.8.2018 with regard to withdrawal of the complaint supported by an affidavit since both the parties are agreeable in the matter in terms of settlement/compromise deed dated 12.7.2018 produced before the authority. The matter is disposed of accordingly. File be consigned to the Registry.

Samir Kumar
(Member)

Subhash Chander Kush
(Member)

Dr. K.K. Khandelwal
(Chairman)
23.8.2018