

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

Complaint no. : 342 of 2018
Date of first hearing: 25.07.2018
Date of decision : 31.10.2018

Mr. Kailash Chandra,
R/o H.No. A3/5, Ground Floor,
DLF Phase-1, Gurugram-122002.

Complainant

Versus

M/s Nimai Developers Pvt. Ltd.,
(Through its directors)
Regd. Office- 48, Vasant Lok, Vasant
Vihar, Delhi-110070.

Respondent

CORAM:

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

Chairman
Member
Member

APPEARANCE:

Shri Sukhbir Yadav Advocate for the complainant
Shri Ankush Yadav Advocate for the respondent

HARERA
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**Settlement Order interse Mr. Kailash Chandra – Complainant
and M/s Nimai Developers Pvt. Ltd.-Respondent**

1. A complaint dated 28.05.2018 was filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by the complainant Mr. Kailash

Chandra, against the developer M/s Nimai Developers Pvt. Ltd., claiming refund of the money paid by him along with interest.

2. The particulars of the complaint are as under: -

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| 1. | Name and location of the project | "Nimai Place" Sector-114, Gurugram, Haryana. |
| 2. | Project area | 3.0125 acres |
| 3. | DTCP license no. | 126 of 2012 dated 20.12.2012 |
| 4. | RERA registered/not registered | Not registered |
| 5. | Unit no. | 816, 8 th floor |
| 6. | Unit area | 811 sq. ft. |
| 7. | Payment plan | Construction linked payment plan |
| 8. | Buyer's agreement executed on | 30.03.2015 |
| 9. | Total cost as per the said agreement | Rs.71,98,084/- |
| 10. | Due date of delivery of possession as per clause 26 of buyer's agreement i.e. 36 months from the date of sanction of building plans or the date of execution of buyer's agreement, whichever is later. | 30.03.2018 |
| 11. | Delay in handing over possession from due date till offer of possession. | 7 months 2 days |
| 12. | Penalty clause for delay in handing over possession as per buyer's agreement | Clause 30 of the agreement i.e. Rs.10/- per sq. ft. per month on super area for any delay in offering possession of the unit as mentioned in clause 26. |



3. The details provided above have been checked on the basis of record available in the case file. The complainant submitted that the project was to be delivered by March 2018 by the respondent but the same has not been delivered to the complainant till date.
4. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. Shri Ankush Yadav, advocate appeared on behalf of the respondent on 25.07.2018. The case came up for hearing on 25.07.2018, 09.08.2018, 23.08.2018, 04.10.2018 and 31.10.2018. On 31.10.2018, the learned counsel for the complainant informed the authority that they have arrived at settlement with the respondent and accordingly, the complainant does not intend to pursue the complaint.
5. The settlement agreement/MoU dated 30.08.2018 was submitted to the authority during hearing on 31.10.2018 which has been taken on record. Vide memorandum of understanding the respondent undertakes to buy back the aforesaid unit and pay the amount of Rs.22,50,000/- as full and final settlement account. The respondent shall pay the aforesaid amount as per schedule of payment agreed by both the parties.



6. Since both the parties have expressed their satisfaction over the amicable settlement vide settlement agreement dated 30.08.2018, their contentious issues stand resolved. The complaint dated 28.05.2018 is disposed of accordingly.
7. The order is pronounced.
8. Case file be consigned to the registry.

(Samir Kumar)
Member

(Subhash Chander Kush)
Member

Dated:31.10.2018



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PROCEEDINGS OF THE DAY

| | |
|--------------------------------|---|
| Day and Date | Wednesday and 31.10.2018 |
| Complaint No. | 342/2018 Case titled as Mr. Kailash Chandra Garg V/s Nimai Developers Pvt. Ltd. |
| Complainant | Mr. Kailash Chandra Garg |
| Represented through | Shri Sukhbir Yadav, Advocate for the complainant. |
| Respondent | Nimai Developers Pvt. Ltd. |
| Respondent Represented through | Shri Prashant Sheoran, proxy counsel for the respondent. |
| Last date of hearing | 4.10.2018 |
| Proceeding Recorded by | Naresh Kumari |

Proceedings

Proxy counsel for the respondent has submitted a Memorandum of Understanding executed inter se the respondent and the complainant. This MoU has been signed by both the parties. Accordingly, the matter is disposed of in view of the MoU inter se the parties placed on record. Detailed order will follow. File be consigned to the registry.

Samir Kumar
(Member)

Subhash Chander Kush
(Member)