

PROCEEDINGS OF THE DAY

Day and Date	Thursday and 06.12.2018
Complaint No.	408/2018 Case titled as Amrit Corp Limited V/S Brahma City Pvt. Ltd.
Complainant	Amrit Corp Limited
Represented through	S/Shri Pawan Kumar Sharma and B.P. Maheshwari, authorized representatives on behalf of the complainant with Ms. Gauatri Verma Advocate.
Respondent	Brahma City Pvt. Ltd
Respondent Represented through	Shri Kamal Taneja, Advocate for the respondent.
Last date of hearing	27.11.2018
Proceeding Recorded by	Naresh Kumari

Proceedings

Parties have come present along with an Settlement Agreement dated 26.11.2018 which has been placed on record.

Counsel for the respondent stated that vide RC No.277/2017 conveyed vide memo No.HRERA-572/2017/1289 dated 9.10.2017 of Phase-J, Sector-63, Gurugram, copy of the same placed on record, the project-Brahma City is registered with the authority.

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)
6.12.2018

Subhash Chander Kush
(Member)
6.12.2018

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

Complaint no. : 408 of 2018
First date of hearing: 07.08.2018
Date of Decision : 06.12.2018

Amrit Corp. Limited,
R/o CM/28, Gagan Enclave,
Amrit Nagar, GT road, Ghaziabad

Complainant

Versus

M/s Brahma City Pvt. Ltd.
R/o Flat no. B-8, cabin no. 11, Ansal Tower 38
Nehru Place, New Delhi

Respondent

CORAM:

Shri Samir Kumar
Shri Subhash Chander Kush

Member
Member

APPEARANCE:

Shri Gayatri Verma Advocate of Complainant
Shri Pawan Sharma and B.P. Representative on behalf of
Maheshwari complainant
Shri Kamal Taneja Advocate for the respondent

**Settlement Order interse M/s Amrit Corp. Ltd.- Complainant
and M/s Brahma City Pvt. Ltd.-Respondent**

1. A complaint dated 08.06.2018 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 complainant M/s Amrit



Corp. Ltd against the promoter M/s Brahma city Pvt. Ltd. on account of violation of Clause 12 (a) of the plot buyers agreement executed on 06.03.2013 in respect of plot no. Y-61, sector – 60, 61, 62, 63, 65 , Gurgaon described as below for not handing over possession on the due date i.e. by 06.03.2016 which is an obligation under section 11(4)(a) of the Act ibid.

2. Since, the buyer's agreement has been executed on 06.03.2013 i.e. prior to the commencement of the Real Estate (Regulation and Development) Act, 2016, therefore, the penal proceedings cannot initiated retrospectively, hence, the authority has decided to treat the present complaint as an application for non compliance of contractual obligation on the part of the promoter/respondent in terms of section 34(f) of the Real Estate (Regulation and Development) Act, 2016 .
3. The particulars of the complaint are as under: -

1.	Name and location of the project	Brahma city, sector 62 & 63, Gurugram
2.	Unit no.	Y-61, Block no. Y
3.	Unit admeasuring	411.723 sq. yds
4.	Nature of project	Residential plot
5.	Registered / Not Registered	Not Registered
6.	Date of Booking	26.09.2012
7.	Date of Execution of BBA	06.03.2013
8.	Total consideration as per BBA	Rs.3,20,64,987/-
9.	Total amount paid by the	Rs.1,74,42,233/-



	complainant till date	
10.	Date of delivery of possession as per plot buyer's agreement dated 06.03.2013 (clause 12 (a) 36 months plus 6 months from execution of agreement)	06.09.2016
11.	Payment plan	Instalment linked payment plan
12.	Delay for number of months/ years	2 years 3 months

4. The details provided above have been checked on the basis of record available in the case file which has been provided by the complainant and the respondent. A plot buyer's agreement dated 06.03.2013 is available on record. The possession of aforesaid residential plot is to be delivered to the complainant on 06.09.2016.
5. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply. The respondent appeared on 07.08.2018. The case came up for hearing on 07.08.2018, 13.09.2018, 16.10.2018, 05.11.2018, 27.11.2018 and 06.12.2018. The reply has been filed on behalf of the respondent dated 07.08.2018.
6. Therefore the counsel for the respondent had filed Deed of Settlement dated 22.11.2018 signed by both the complainant and the authorized signatory of the respondent company and



the same has been placed on record for further reference and record.

7. As per the details provided above, the complainant M/s Amrit Corp. Ltd., paid an amount of Rs.1,74,42,233/- as total deposit amount for the said apartment . The parties executed plot buyer agreement on 06.03.2013. It was agreed that the respondent shall refund the total payment made by the complainant till date i.e. Rs.1,74,42,233/- along with interest @ 10.75% p.a. from the date of receipt of each payment as well as simple interest @10.75% on the instalments to be paid till the due date of last instalment. The respondent has agreed to handover cheques being no. 775286 and 775288 dated 27.11.2018 drawn on axis bank amounting Rs.25,00,000/- to the complainant. The respondent shall remit the balance refund of total payment and interest thereupon by way of post dated cheque, amounting to Rs.2,56,49,238/- in terms of Appendix-II of the said agreement. The interest has been subjected to deduction of TDS @ 10 %.

8. Since both the parties have expressed their satisfaction over the amicable settlement vide settlement agreement dated 22.11.2018, their contentious issues stand resolved. The complaint dated 08.06.2018 is disposed of accordingly.



9. The order is pronounced.
10. Case file be consigned to the registry.

(Samir Kumar)
Member

(Subhash Chander Kush)
Member

Dated: 06.12.2018

Judgement Uploaded on 08.01.2019



HARERA
GURUGRAM

