

PROCEEDINGS OF THE DAY

Day and Date	Friday and 14.12.2018
Complaint No.	458/2018 Case titled as Mr. Lokesh Ahuja & Anr. Vs. Godrej Projects Development Pvt. Limited & another
Complainant	Mr. Lokesh Ahuja & Anr.
Represented through	Shri Manish Makhija, Advocate for the complainant.
Respondent	Godrej Projects Development Pvt. Limited & another
Respondent Represented through	Ms. Surabhi Kapoor, authorized representative of the respondent-company with S/Shri V.D. Costa and Daman Deep Bhalla, Advocate.
Last date of hearing	22.11.2018
Proceeding Recorded by	Naresh Kumari

Proceedings

Heard.

Complainants- Shri Lokesh Ahuja and Mrs. Sumila Ahuja have filed complaint under section 12 of the Real Estate (Regulation & Development) Act, 2016 vide which they have stated that they do not want to continue with the project. They have moved an application under section 12 of the Act ibid. Counsel for the respondent has stated that the respondents are in the process of making a settlement with the complainants and produce a copy of the settlement deed on 17.12.2018.

On 17.12.2018 both the parties have come present alongwith settlement deed and withdrawal of the application duly signed by both the parties. Since the matter is no longer contested and the same has been settled inter-se both the parties, as such case is disposed of accordingly.

Complaint is disposed of. Detailed order will follow. File be consigned to the registry.

Samir Kumar
(Member)
14.12.2018

Subhash Chander Kush
(Member)
14.12.2018

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

Complaint No. : 458 of 2018
First date of hearing: 21.08.2018
Date of Decision : 14.12.2018

Mr. Lokesh Ahuja
Mrs. Sumila Ahuja
R/o J-421, New Rajender Nagar,
New Delhi

Complainants

Versus

M/s Godrej Projects development Pvt. Ltd.
Mr. Adi Godrej
3rd floor, UM house, Tower A, Plot no. 35-F
Gate no.1, sector 44, Gurugram

Respondent

CORAM:

Shri Samir Kumar
Shri Subhash Chander Kush

Member
Member

APPEARANCE:

Shri Manish Makhija Advocate for the complainant
Shri V.D. Costa and Daman Advocate for the respondent
Deep
Ms. Surabhi Kapoor Authorised representative of
respondent company



**Settlement Order interse Mr. Lokesh Ahuja and Mrs. Sumila
Ahuja- Complainant
and M/s Godrej Projects Development Pvt. Ltd.-Respondent**

1. A complaint dated 19.06.2018 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. Lokesh Ahuja & anr., against the promoter M/s Godrej project Development Pvt. Ltd., on account of violation of clause 14 of the allotment letter.

2. Since, the application letter dated 21.01.2016 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 case are as under: -

1.	Name and location of the project	Godrej Summit, sector 104, Gurugram
2.	Apartment/unit No.	0202, tower A, 2 nd floor
3.	Flat measuring	2692 sq. ft.
4.	Nature of project	Group housing colony
5.	RERA registered/ not registered.	Registered
6.	Booking date	17.01.2016
7.	Date of execution of apartment buyer's agreement	Not executed
8.	Payment plan	Comfy payment plan (page 36)
9.	Application form	21.01.2016 (page no. 21)
10.	Total consideration	Rs.2,06,60,349/- (page no.114)
11.	Amount paid	Rs. 30,99,345/-
12.	Date of delivery of possession as per allotment letter (page no.109)	31.03.2019



	clause 14 March 2018 + 12 months grace period	
13.	Delay in handing over possession till date	Premature complaint
14.	Penalty clause	Rs. 5/- per month per sq. ft. of built area of the apartment

4. The details provided above have been checked on the basis of record available in the case file which have been provided by the complainant and the respondent. The builder buyer agreement is not executed, and the complaint is premature. Thus there is no question of violation of provisions of RERA as the as the time period to hand over the possession has not lapsed.
5. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and appearance. The respondent appeared on 21.08.2018. The case came up for hearing on 21.08.2018, 25.09.2018, 25.10.2018, 22.11.2018 and 14.12.2018. The reply filed on behalf of the respondent has been perused. Therefore the counsel for the respondent had filed Deed of Settlement dated 17.12.2018 signed by both the complainants and the authorized signatory of the respondent company and the same has been placed on record for further reference and record.
6. As per the details provided above, the complainants Mr. Lokesh Ahuja and Mrs. Sumila Ahuja, have paid total amount



of Rs.30,99,345/- to the respondent against the said unit. On the request of the complainants for the refund, the respondent has agreed to pay the principal amount of Rs.30,99,345/- along with interest @ of 10.45% p.a. calculated from the date of payment of the respective instalments till 17.12.2018 . As per settlement agreement total amount payable is Rs. 39,09,317/-.

7. Since both the parties have expressed their satisfaction over the amicable settlement vide settlement agreement dated 17.12.2018, therefore, their contentious issues stand resolved. The complaint dated 19.06.2018 is disposed of accordingly.
8. The order is pronounced.
9. Case file be consigned to the registry

(Samir Kumar)
Member

(Subhash Chander Kush)
Member

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Dated: 14.12.2018

Judgement Uploaded on 08.01.2019



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