

## HARYANA REAL ESTATE REGULATORY AUTHORITY GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

| PROCEEDINGS OF THE DAY         |   |  |  |
|--------------------------------|---|--|--|
| Day and Date                   | Thursday and 06.12.2018   |  |  |
| Complaint No.                  | 409/2018 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. Gayatri 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   |  |  |

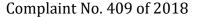
### **Proceedings**

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



Respondent



# BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. : 409 of 2018 First date of hearing: 07.08.2018 Date of decision : 06.12.2018

Amit Corp Limited

R/o H. No. CM/28, 1st floor, Gagan Enclave,

Amrit Nagar, G.T. Road, Ghaziabad, Uttar Complainant

Pradesh

Versus

M/s Brahma city Pvt. Ltd.,

Regd. Office: Flat No. B-8, Cabin No.11, Ansal

Tower 38, Nehru Place, New Delhi-110019

Corporate Office: DLF Cyber Terraces,  $10^{th}$ 

Floor, Building No. 5A, Phase-III, DLF Cyber city,

Gurugram-122002

**CORAM:** 

Shri Samir Kumar
Shri Subhash Chander Kush

Member

#### **APPEARANCE:**

Shri Pawan Kumar Sharma and Shri B.P. Maheshwari, authorized reprsentatives on behalf of the complainant with Ms. Gayatri Verma

Ms. Gayatri Verma Shri Kamal Taneja

Advocate for the respondent

Advocate for the complainant





### Settlement order interse M/s. Amit Corp Limitedcomplainant 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 and Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 by the complainant M/s Amit Corp Limited against the promoters M/s Brahma city Pvt. Ltd. and others on account of violation of the clause 12(a) of plot buyer agreement executed on 06.03.2013 in respect of apartment described below in the project 'Brahma City' for not handing over possession by the due date which is an obligation of the promoter under section 11(4)(a) of the Act ibid.
- 2. Since, the plot buyer agreement has been executed on 06.03.2013 i.e. prior to the commencement of the Act ibid, therefore, the penal proceedings cannot be 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.

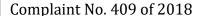




- 3. The particulars of the complaint case are as under: -
  - Nature of the project- Residential complex
  - DTCP license no.- 64 dated August 21, 2010

| 1.      | Name and location of the project                             | "Brahma City", Sector-<br>62,63 near the Golf Couse<br>Extension Road, |
|---------|--|--|
|         |  | Gurugram   |
| 2.      | Unit no.   | Y-60   |
| 3.      | Registered/ un registered                                    | Unregistered   |
| 4.      | Date of booking  | 26.09.2012   |
| 5.      | Nature of real estate project                                | Residential colony   |
| 6.      | Payment Plan सत्यमेव जयते                                    | Instalment Payment Plan  |
| 7.      | Date of plot buyer agreement                                 | 06.03.2013   |
| 8.      | Total consideration amount as per agreement dated 06.03.2013 | Rs. 3,20,64,987/-(BSP-   |
|         |  | Rs.2,91,49,988+PLC)  |
| 9.      | Total amount paid by the complainant                         | Rs. 1,74,42,233/-  |
| 10.     | Date of delivery of possession                               | 06.06.2016   |
|         | from the date of execution of plot                           | <b>4 N</b>   |
|         | buyer agreement  |  |
|         | Clause 12(a)- 36 months from                                 | 71 A 1   |
|         | the execution of the agreement                               |  |
|         | + 90 days )  |  |
| 11.     | Delay for number of months/<br>years till date               | 2 years 6 months   |
| 12.     | Penalty clause as per plot buyer                             | Clause 12(d) of PBA i.e.   |
|         | agreement dated 06.03.2013                                   | Rs. 300 per sq mtr. per  |
| <u></u> |  | month for the entire   |
|         |  |  |



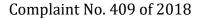




|  | period of the delay. |
|--|----------------------|
|  |                      |

- 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 for the aforesaid unit according to which the possession of the same was to be delivered by 06.06.2016. The complainant submitted that, he has paid total amount of Rs. 1,74,42,233/to the respondent as and when demanded by the respondent.
- 5. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. The respondent appeared on 07.08.2018. The case came up for hearing on 07.08.2018, 13.09.2018, 16.10.2018 and 05.11.2018. The reply has been filed on behalf of the respondent has been perused. On 27.11.2018, 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. The said settlement deed was filed by both the parties on 26.11.2018.



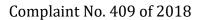




- 6. The settlement agreement/ compromise dated 26.11.2018 was submitted to the authority during hearing on 26.11.2018 which has been taken on record.
- 7. It is agreed that the developer shall refund the total payment made by the complainant to it till date i.e Rs. 1,74,42,233/-. It is also agreed that upon the total payment to be refunded by the promoter to the buyer, the developer shall pay to the complainant simple interest @ 10.75% per annum, from the date of receipt of each payment under the total payment till the date of execution of the agreement, as well as simple interest @10.75% per annum on the instalments to be paid till the due of last instalment. The second party agrees that it shall, upon execution of this agreement and before the learned Haryana RERA on 27.11.2018 drawn on Axis Bank amounting to Rs. 25,00,000/- to the complainant. The schedule within which the second party will remit the balance refund of the total payment and interest thereupon by way of post-dated cheques, amounting to Rs. 2,56,49,238/-. The interest has been subjected to deduction of TDS @10%.



8. Since both the parties have expressed their satisfaction over the amicable settlement vide compromise dated 06.12.2018,





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.

