

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

**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
Pradesh

Complainant

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, 10th
Floor, Building No. 5A, Phase-III, DLF Cyber city,
Gurugram-122002

Respondent

CORAM:

Shri Samir Kumar
Shri Subhash Chander Kush

Member
Member

APPEARANCE:

Shri Pawan Kumar Sharma Advocate for the complainant
and Shri B.P. Maheshwari,
authorized representatives on
behalf of the complainant with
Ms. Gayatri Verma
Shri Kamal Taneja Advocate for the respondent



**Settlement order interse M/s. Amit Corp Limited-
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 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-62,63 near the Golf Course 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	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 from the date of execution of plot buyer agreement Clause 12(a)- 36 months from the execution of the agreement + 90 days)	06.06.2016
11.	Delay for number of months/ years till date	2 years 6 months
12.	Penalty clause as per plot buyer agreement dated 06.03.2013	Clause 12(d) of PBA i.e. Rs. 300 per sq mtr. per month for the entire



	period of the delay.
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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.

(Samir Kumar)
Member

(Subhash Chander Kush)
Member

Date: 06.12.2018

Judgement Uploaded on 09.01.2019



HARERA
GURUGRAM

