

PROCEEDINGS OF THE DAY		19
Day and Date	Friday and 03.05.2024	
Complaint No.	CR/2794/2023 Case titled as Santosh Kumari and Om Singh VS Ansal Housing And Construction Limited & Samyak Projects Pvt Ltd. & MNC Probuild Pvt Ltd.	
Complainant	Santosh Kumari and Om Singh	
Represented through	Complainant No.2 in person with Shri Harshit Batra Advocate	
Respondent	Ansal Housing And Construction Limited & Samyak Projects Pvt Ltd. & MNC Probuild Pvt Ltd.	
Respondent Represented through	Shri Vikas Punia Adv. for R1 Shri Shanker Wig Adv. for R2	
Last date of hearing	02.02.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 16.06.2023 and reply on behalf of respondent no. 1 was filed on 16.11.2023. No reply has been filed by respondent no. 2 and 3 till date.

The counsel for the complainant states that copy of reply is not yet received from the respondent no.2 alongwith previous costs. The counsel for the respondent no.2 assures that the reply is being supplied to the counsel for the complainant alongwith previous cost and shall file the same in the registry within 3 days.

The counsel for the respondent No.2 further states that the project is almost complete and they are ready to give fit out offer of possession (subject to clearance of the dues and signing of the addendum agreement which is nothing but a sort of KYC as R2 is not handed over the relevant documents by R1 and they are not clear about the identity of the allottees and the amount



HARERA
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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

received from them by R1), to all the complainant-allottees.

The counsel for the complainant states that while executing the BBA, R2 was also a confirming party hence, the question of addendum does not arise. Further stated that as per the order of arbitrator dated 09.02.2022, there was a clear cut direction that R2 shall not enter into any correspondence with the customer.

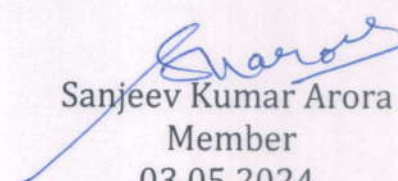
The counsel for the respondent No.2 states that they are the respondent in the arbitration not the claimant which is mis-understood by the counsel for the complainant. The counsel for the respondent No.2 further stated that while acting upon the directions of the arbitrator, they are trying to complete the project and it has reached at a stage of fit out offer of possession, hence, they are ready to offer it to the complainant-allottees subject to clearance their dues.

The counsel for the complainant states that their claim for DPC is against R1 to whom they had made the payment and they are not concerned with the dispute between R1 & R2 and hence, they are seeking valid offer of possession and DPC.

The counsel for R1 states that they had already handed over the complete project to R2, hence, R1 and R2 both should be made liable for DPC.

The counsel for R2 further states that authority has already decided in 73 cases that DPC shall be paid by R1 and detailed list of those 73 cases shall be filed by him in the authority within 4 days after supplying a copy of the same to the counsel for the complainant and R1 also.

Matter to come up on 31.05.2024 as similar matters are already listed for 31.05.2024.


Sanjeev Kumar Arora

Member

03.05.2024