

FORM 'M'**COMPLAINT TO REGULATORY AUTHORITY****Complaint under section 31 of the Act [See rule 36(1)]****For use of Regulatory Authority(s) office:**

Complaint Diary No: GCNo14992019
 Date of filing: 20-Dec-2019
 RERA Number: PBRERA-SAS80-PR0242

IN THE REGULATORY AUTHORITIES OFFICE (Name of place)**Between**

SAURABH KHANNA Complainant(s)

And

FUTURE CITY DEVELOPERS PVT LTD Respondent(s)

Details of claim:**(1) Particulars of the complainant(s)**

(i) Name of the complainant SAURABH KHANNA

(ii) Address of the existing office / residence of the complainant

Address Line 1	CASA Homes, Apartment no. E-5	Address Line 2	Ground Floor, Sector-115, Kharar Landran Highway, Tehsil Kharar
District & State	Sahibzada Ajit Singh Nagar (Mohali) , Punjab	Pin Code	140307
Email Address	saurabhkhanna80@gmail.com	Mobile Number	9779944460

(iii) Address for service of all notices

Address Line 1	253, Sector-4, MDC	Address Line 2	Mansa Devi Complex
District & State	Panchkula , Haryana	Pin Code	134114

(2) Particulars of the Respondent(s)

(i) Name of the Respondent FUTURE CITY DEVELOPERS PVT LTD

(ii) Office Address of the Respondent

Address Line 1	Future City Developers Pvt. Ltd., Sector 115,	Address Line 2	KhararLandran Highway
District & State	Sahibzada Ajit Singh Nagar (Mohali) , Punjab	Pin Code	140307
Email Address	info@casahomes.co.in	Mobile Number	9815623019

(iii) Address for service of all notices

Address Line 1	Future City Developers Pvt. Ltd., Sector 115,	Address Line 1	KhararLandran Highway
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Saurabh Khanna
Vs.
M/s. Future City Developers Pvt. Ltd.

RERA Registration No. PBRERA-SAS80-PR0242

Present: Complainant alongwith Sh. Sanjeev Gupta, Advocate.
Sh. Yash Yadav, Advocate for the Respondent.

Case file takenup today on the request of complainant as well as respondent, although the matter was listed for 13.07.2020.

The counsel for the respondent submitted a compromise deed arrived at between the complainant and the respondent promoter alongwith a request of the complainant to withdraw the complaint on account of mutual settlement. Further, he also submitted copy of settlement alongwith copy of mutual understanding arrived at between a group of residents numbering approximately 80 of the project and the respondent promoter in regards to common issues pertaining to the project. The broad aspects of the same are as under:-

"The builder shall finish pending construction of club house and other block immediately after all complaints and cases are taken back.

The following are the mutual settlement terms

Club House:- *The construction of the club house will be started immediately after all complaints are taken back and stay order is revoked. The size of the club will be 490 sq. yds. and will be constructed as per maximum building norms. FCD agreed to construct one more floor. Earlier it was G+1 now it is G+2 floors. The club house will include swimming pool sized 16 ft x 30 ft, Gymnasium, Multipurpose Hall, Library, Washroom on all floors, Reception, Conference room and Activity Room. FCD is committed to provide air-condition in activity room, Gym, Multipurpose Hall, Library and Conference Room. The builder is targeting to complete the work by December, 2020, however under any natural calamities or epidemic like COVID-19 etc. the timeline may differ. The construction of club house will start simultaneously alongwith C block east facing after all foundation & each filing is complete in plots (C3, C4, C5, C6).*

The location of the club house plot will be opposite to The C – Block (East facing, Flat C5 and C6). For more clarity the location, the club house plot is on the left side of road separating C and D block. Area between club house and STP will not be constructed in any manner.

Green Area/Park: *FCD is committed to provide 20000 Sq. Ft. of green area and further FCD will leave area between club house and STP plant this area will remain green and no construction shall be carried out. No construction of J block and I block will be done.*

STP: STP will be completely covered from four sides and the nearby area will be converted green.

Parking: All the flat owners will get dedicated parking space as committed by the builder. The owner will get the parking at the nearest possible place. The parking area will be allotted to the residents at the earliest. The visitor parking will also be marked at the earliest.

Power Backup/Gen-sets: Currently there are two Gen-sets installed having the capacity of 125KVA and 325 KVA. The builder is committed to provide an additional Gen set of 325 KVA capacity and is promised to provide the same by the end of tentatively October 2020.

Commercial Booths and C Blocks East Residential Building: In the revised plan submitted to the authorities, FCD intend to make C Block east facing as residential. The C Block plan (East and West) is G+2 and no upward construction will be done beyond G+2. Further FCD will also raise structure and complete flats of plot D9 and D10. FCD intend to build commercial block at the entrance of the society.

Repair and Existing Infrastructure: Below are the immediate pending tasks:

- E Block road check and do repairs if necessary.
- STP to be covered from all four sides
- Common area lighting and stair lighting to be joined in common meter in E&F Block.
- Water tank and all the manhole will be covered at the earliest.
- Cylinder Jaali and pending doors to be fitted, where it is not installed.
- Duct Cover to be installed.
- E and F block top roof boundary parapet to be done as per the other blocks.
- Boundary wall of A, E and H block to be repaired/supported as it is bending. It will be repaired at the earliest.
- Fixing of mumty doors wherever needed.
- Water Tank Cleaning
- Railing in E and F block to start from 1st step.
- Expansion joint to be covered on roof.
- Paragola to be fitted in the remaining blocks.

Registration of RWA: The builder will acknowledge the Resident Welfare Association and RWA will be registered after the completion of the Project."

The complainant was present in person who confirmed having given the consent for withdrawal of complaint. The counsel for the complainant also confirmed about the same. The complaint is accordingly disposed off as withdrawn as no useful purpose shall be there to keep the matter upto 13.07.2020, in consequence of Mutual Settlement

between the complainant and respondent promoter and Mutual Understanding arrived at between a group of residents and the respondent promoter. However, the interim order dated 11.02.2020 in respect of "*the respondent is hereby restrained U/s. 36 of the Act from carrying out any activity in the project which is contrary to the approved layout plan till further orders of this bench of Authority*" shall continue as no compromise can be allowed between the residents and the promoter in respect of any illegality or any construction contrary to the approved layout plan.

Chandigarh
Dated: 26.06.2020


(SANJIV GUPTA)
Member 26/06/20
RERA, Punjab