

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: GCNo00322021UR
 Date of filing: 26-Jan-2021
 RERA Number: Un-Registered Project
 Name (Complaint Relates): Aerosi

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

AMARDEEP KAUR Complainant(s)

And

M/S GUPTA BUILDERS & PROMOTERS PRIVATE LIMITED Respondent(s)

Satish Kumar Gupta (customercare@gbpgroup.in, 9872205824)
 Pardeep Kumar Gupta (customercare@gbpgroup.in, 9877884996)
 Anupam Gupta (customercare@gbpgroup.in, 9646051525)
 Raman Kumar Gupta (customercare@gbpgroup.in, 9316115553)

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

(i) Name of the complainant AMARDEEP KAUR

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

Address Line 1	House No. 4879, 3rd Floor,	Address Line 2	Block C, Pancham Society, Sector-68
District & State	Sahibzada Ajit Singh Nagar (Mohali), Punjab	Pin Code	160062
Email Address	<u>raman6546@gmail.com</u>	Mobile Number	9814001055

(iii) Address for service of all notices

Address Line 1	House No. 253, Sector-4	Address Line 2	Mansa Devi Complex
District & State	Panchkula, Haryana	Pin Code	134114

(2) Particulars of the Respondent(s)

(i) Name of the Respondent M/S GUPTA BUILDERS & PROMOTERS PRIVATE LIMITED

(ii) Office Address of the Respondent

24.03.2021

Amardeep Kaur Vs. Gupta Builders and Promoters Pvt. Ltd. & Ors.

Present : Sh. Sanjeev Gupta, Advocate for the complainant.

Arguments of Sh. Gupta were heard. It is seen that the complainant seeks the following relief:-

1. *To take action against the respondent under Section 59, since it has not registered its project namely 'Aerosi' on Banur-landran Road, District SAS Nagar, Mohali and further it has indulged into selling of plots/flats/apartments/any other space without getting its project registered under RERA.*
2. *Relying upon Section 35 of RERA, to call upon the respondents to furnish in writing the explanation relating its affairs with respect to the development of the project 'Aerosi' and further to conduct an enquiry in relation to the affairs.*
3. *To take action against the respondent for not complying the provision of Section 13 as the agreement has not been executed with the complainant as per the format as provided under RERA and to take action under Section 61 RERA against the respondent for violating Section 13 of RERA.*
4. *To direct the respondents to place on record all the approvals and sanctions for its project.*
5. *Any other order which this Hon'ble Authority may fit be also passed against the respondents.*

The matter has been considered. It is seen that on the basis of another complaint notice U/s. 59 of the Act has already been issued in relation to the project 'AEROSI' and the matter is before the Bench of Sh. Sanjiv Gupta, Member, and is fixed for 04.05.2021. Since action has already been initiated, the present complainant will be free to either join those proceedings or move a fresh reference before the concerned Bench.

Further, we feel that the contents of the complaint and its enclosures do not warrant the initiation of an enquiry under Section 35 of the Act at this stage.

Next, the alleged contravention of Section 13 of the Act needs to be considered. It is the complainant's own case that a sum of Rs.40.00 lakhs had been advanced to the respondents as a loan in March 2019 and an agreement with regard to this transaction was executed. Subsequently, however, the respondents were unable to repay the loan and in lieu thereof offered 2 plots measuring 125. Sq. yards each in their upcoming real estate project. The amount given as loan was mentioned as booking/registration

amount in agreement for sale executed between the parties on 14.05.2020. The contention is that the respondents have violated Section 13 of the Act both on account of the agreement not being in the prescribed format, and also on account of the respondents having accepted more than 10% of the cost of the plot without registering this agreement in accordance with law. We feel that in the circumstances of the case violation of Section 13 of the Act is not established because –

- i. The amount of Rs.20.00 lakhs was originally advanced as a loan and not as an advance payment or application fee for the plot, and
- ii. The agreement for sale has since been cancelled at the request of the complainant herself and ceases to be in force.

This complaint is accordingly dismissed. The complainant may follow the remedies outlined above, if so advised.

File be consigned to the record room.


(Sanjiv Gupta)
Member


(Navreet Singh Kang)
Chairperson


(Ajay Pal Singh)
Member