

12.09.2025

Complaint No. HPRERA2024011/C

Gaurav Kumar Rai vs Omax Limited

Present:- Sh. Suresh Kainthla Complainant

Sh. Anirudh Thakur vice Sh. Ravi Tanta Ld. Counsel for
Respondent / Promoter

HEARING THROUGH WEBEX

In the present matter, both the parties have compromised the matter and placed on record the copy of the settlement agreement. The contents whereof ~~have been~~ reproduced here in below:

"The agreement of compromise is made on 18th day of August, 2025 at Shimla, between Shri Suresh Kainthla herein after called the First Party and Shri Balbir Singh Verma herein after called Second Party.

- 1 THAT the first party (purchaser) has entered into agreement for purchasing Flat No. 05, built on land measuring 5569 sq. mtrs., with total built up area 1200 sq. ft. bearing Khata/ Khatoni No. 32/51 min., built on Khasra No. 1017 to 1026 in Block- A on Ground Floor situated at Malyana Second, Shimla from the second party (seller/builder).*
- 2 THAT due to delay in handing over the possession of the flat with in the stipulated period (35 months) w.e.f. October, 2022 to August, 2025 provided in the agreement the first party (purchaser) has filed a case against the second party (seller/builder) before RERA but now both the parties have mutually agreed to compromise the case as the issues regarding the case have been settled amicably between the parties.*
- 3 THAT the issues pertaining to the parking and lift has been settled and the first party is duly satisfied with the parking space provided in the covered space within the parking floor. The first party is also satisfied from the installation of the lift. The first party has also settled compensation towards for delay in possession of flat and for completion of Semi-Modular kitchen and Three Wardrobes in lump sum and in lieu thereof has received amount of Rs. 4.00 lakhs (Rs. Four Lakhs Only). An amount of Rs. 3.50 lakhs (Rs. Three lakhs and Fifty Thousand Only) received through online dated 13th August, 2025 vide CBIN-R52025081310017301 and balance amount of Rs. 50,000/- (Rs. Fifty Thousand Only) received dated 18th August, 2025*

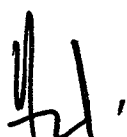
through online after which no further amount is payable to the first party as compensation.

However, the settlement amount is inclusive of GST/ Taxes if any and first party has not to pay any taxes further.

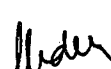
- 4 THAT the first party immediately after entering of the present settlement shall withdraw the case/proceedings initiated before RERA and both the parties agree and undertake that herein after they shall not raise any dispute with respect to the issues settled by way of the present settlement before any Court / Authority (RERA) or any other Government Department. Both the parties agree that this settlement is final and binding and is irrevocable.
- 5 THAT the second party shall execute sale deed for the agreed flat and handover the possession immediately within seven (07) days from the withdrawal of proceedings before RERA by first party and shall also issue NOC for water and electricity connections.
- 6 That the agreement / compromise has been entered into between the parties out of their free will and no coercion or misrepresentation or undue influence has been exercised on either of the parties.

IN WITNESS WHEREOF, the parties to this compromise have set their respective hands hereto on 18th day of August, 2025."

Both the parties have orally submitted during the course of hearing that they have wilfully entered into this compromise agreement and shall abide by the same. The prayer of the parties is considered and allowed. In view of the above the instant matter is disposed off.


(Amit Kashyap)
MEMBER


(R.D. Dhiman)
CHAIRPERSON


(Vidur Mehta)
MEMBER