

**PROCEEDINGS OF THE DAY**

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|------------------------|---|
| Day and Date           | Thursday and 22.08.2019   |
| Complaint No.          | 2276/2018 Case titled as Pradeep Kumar Hasija Vs Emaar MGF Land Ltd                                     |
| Complainant            | Pradeep Kumar Hasija  |
| Represented through    | Complainant in person.  |
| Respondent             | Emaar MGF Land Ltd  |
| Respondent Represented | Shri Ketan Luthra authorized representative on behalf of the respondent with Shri Ishaan Dang, Advocate |
| Last date of hearing   | 23.7.2019   |
| Proceeding Recorded by | Naresh Kumari and S.L.Chanana   |

**Proceedings**

**Project is not registered with the authority.**

Since the project is not registered, notice under section 59 of the Real Estate (Regulation & Development) Act, 2016, for violation of section 3(1) of the Act be issued to the respondent to show cause as to why a penalty of 10% of the total project cost may not be imposed. Registration branch is directed to do the needful.

An issue has been raised by the complainant that vide Builder Buyer Agreement dated 13.7.2010, he has purchased a flat/unit No.EPS-FF-082, FF in project "Emerald Plaza" at Emerald Hills, Sector-65, Gurugram and he has paid Rs.79,80,161/- against a total sale consideration of Rs.79,78,480/- and the possession of the said unit was to be given to the complainant within a

period of 30 months + 120 days grace period which comes out to be 13.05.2013.

The counsel for the respondent has stated at bar that they have received OC on 6.2.2018 and they have issued an offer possession letter to the complainant vide letter No.EPR/707893/20180508130004994 dated 8<sup>th</sup> May, 2018 (Annexure-R12) and as a sequel to that, the complainant has taken over unit No.EPS-FF-082, FF in project "Emerald Plaza" at Emerald Hills, Sector-65, Gurugram and he has mitigated all his claims while taking over possession vide letter dated 1.6.2018. Before doing so, he had intimated the respondent w.r.t to his protest regarding late delivery of the unit by five years. However, it is also on record that a conveyance deed dated 1.6.2018 (Annexure R-13) too has been signed and possession of the unit has been taken. Now, the complainant has come forward for late delivery charges in the form of compensation which comes within the domain of Adjudicating Officer. As such, the complainant is advised to pursue his matter before the Adjudicating Officer for seeking compensation on account of late delivery of possession of unit/flat alongwith interest. Complainant is directed to file a fresh complaint before the Adjudicating Officer. File be consigned to the registry.

Samir Kumar  
(Member)  
22.8.2019

Subhash Chander Kush  
(Member)