



HARERA
GURUGRAM

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


PROCEEDINGS OF THE DAY


Day and Date	Thursday and 12.7.2018
Complaint No.	86/2018 case titled as Ms. Reeta Raina and others versus M/s Advance India Projects Ltd.
Complainant	Ms. Reeta Raina and others
Represented through	Ms. Ritakshi proxy counsel for Ms Anchal Bharti, Adv.
Respondent	M/s Advance India Projects Ltd.
Respondent Represented through	Shri Anish Jain, Advocate for the respondent.


Proceedings

The counsel for the complainant made a statement that he is not appearing before the authority for compensation but for fulfilment of the obligations by the promoter as per the Real Estate (Regulation & Development) Act, 2016.

Reply filed by the respondent. Copy supplied to the learned counsel for the complainant. The counsel of the complainant requested to grant permission to amend the memo of parties as earlier the necessary parties were not impleaded in the complaint. The request is declined as the memo of parties cannot be amended. The complaint is disposed of for want of necessary parties. The complainant is at liberty to file the fresh complaint by impleading the necessary parties. Order is pronounced. File be consigned to the Registry.


Sanjay Kumar
(Member)


Dr. K.K. Khandelwal
(Chairman)
12.7.2018


Subhash Chander Kush
(Member)

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Complaint No. : 86 of 2018
Date of Institution : 13.03.2018
Date of Decision : 12.07.2018

1. Ms. Reeta Raina
2. Mr. Sushant Upadhyay
Both R/o 1001, Tower 12, Orchid Petals,
Sector-47, Sohna Road, Gurugram, ...**Complainants**
Haryana

Versus

M/s Advance India Projects Ltd.
232 B, Fourth Floor, Okhla Industrial
Estate, Phase-III, New Delhi-110020

...**Respondent**

CORAM:

Dr. K.K. Khandelwal
Shri Samir Kumar
Shri Subhash Chander Kush

Chairman
Member
Member

APPEARANCE:

Ms. Anchal Bharti
Shri Anish Jain

Advocate for the complainant
Advocate for the respondent



ORDER

1. A complaint dated 13.03.2018 was filed under Section 31 of the Real Estate (Regulation & Development) Act, 2016 read with Rule 28 of the Haryana Real Estate (Regulation and

Development) Rules, 2017 by the complainants (Ms. Reeta Raina & Mr. Sushant Upadhyay) against the respondent (M/s Advance India Projects Ltd.) on account of violation of Clause 11(a) of the builder-buyer agreement executed on 17.05.2014 for unit no. A 114, 11th Floor, Tower A in the project "Peaceful Homes" for not giving possession on the due date which is an obligation of the promoter under section 11 (4) (a) of the Act *ibid*.

2. The particulars of the complaint are as under: -

1.	Name and location of the project	Peaceful Homes Sector-70 A, Gurugram
2.	Flat/Apartment/Plot No./Unit No.	A 114, Tower A, 11th Floor
3.	Registered/ Unregistered	Unregistered
4.	Booking amount paid by the buyer to the builder/promoter/company vide agreement	Rs. 11,00,000/-
5.	Total consideration amount as per agreement	Rs. 2,22,97,168/-
6.	Total amount paid by the complainant up to 12.07.2018	Rs. 1,33,22765/-
7.	Percentage of consideration amount	60% approx....
8.	Date of delivery of possession.	Clause 11 (a) i.e. 36 months from the date of execution of the agreement with 6 Months Grace Period.
9.	Delay of number of months/ years up to date	8Months approx.



10.	Penalty Clause as per builder buyer agreement dated 17.05.2014	Clause 14 (ii) Rs. 7.50/- per sq. ft. per month
11.	Cause of delay in delivery of possession	No valid reason

3. As per the details provided above, which have been checked as per record of the case file. A builder buyer agreement is available on record for Unit No. A114 according to which the possession of the aforesaid unit was to be delivered by 17.11.2017. The promoter has failed to deliver the possession of the said unit to the complainant by the due date nor has paid any compensation i.e. @ Rs. 7.50 per Sq. ft of the super area of the said unit per month for the period of the such delay as per builder buyer agreement dated 17.05.2014. Therefore, the promoter has not fulfilled his committed liability as on date.
4. Taking cognizance of the complaint, the authority issued notice to the respondent for filing reply and for appearance. Accordingly, the respondent appeared on 19.04.2018. The case came up for hearing on 19.04.2018, 09.05.2018, 05.06.2018 & 12.07.2018. The reply has been filed on behalf of respondent dated 12.07.2018
5. During hearing before the authority on 12.07.2018, oral arguments have been advanced by both the parties in order to prove their contentions. The learned Counsel of the



Complainants has requested to grant permission to amend the memo of parties as earlier, the necessary parties were not impleaded in the complaint.


6. The Authority, hereby declines the request of the complainants as the memo of parties cannot be amended. The complaint is disposed of for want of necessary parties & the complainants are at liberty to file the fresh complaint by impleading the necessary parties.
7. The authority has decided to take Suo-motu cognizance against the said promoter for not getting the project registered & for that separate proceeding will be initiated against the respondent u/s 59 of the Act.
8. The order is pronounced.
9. Case file be consigned to the registry.




(Samir Kumar)
Member




(Subhash Chander Kush)
Member


(Dr. K.K. Khandelwal)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram