

**PROCEEDINGS OF THE DAY**

Day and Date	Wednesday and 04.09.2019
Complaint No.	1768/2018 Case titled as Ritesh Kumar versus Today Homes Infrastructure Pvt. Ltd.
Complainant	Ritesh Kumar
Represented through	Shri Sushil Yadav, Advocate
Respondent	Today Homes Infrastructure Pvt Ltd
Respondent Represented	Shri Amit Singh, Advocate
Last date of hearing	23.07.2019
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.

Argument heard.

Brief facts leading to this complaint are that by virtue of clause 21 of the Builder Buyer Agreement dated 8.5.2013 for unit No.01, tower-T7, 8<sup>th</sup> floor, in project "Canary Greens" Sector-73, Gurugram, possession was to be handed over to the complainant within a period of 36 months from the date of execution of agreement i.e. 8.5.2013 + 6 months grace period which comes out to be 8.11.2016. However, the respondent has miserably failed to deliver the possession of the unit in time. There is a delay of 2 years, 8 months and



**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

15 days to deliver the possession of the unit to the complainant. Complainant has already paid Rs.68,76,739/- to the respondent against a total sale consideration of Rs.70,00,220/-. As such, the complainant is entitled for delayed possession charges at prescribed rate of interest i.e. 10.45% per annum w.e.f **8.11.2016** as per the provisions of section 18 (1) of the Real Estate (Regulation & Development) Act, 2016 till the actual offer of possession.

Complainant is directed to pay outstanding dues, if any, after adjustment of interest awarded for the delayed period of possession.


The promoter shall not charge anything from the complainant which is not a part of the BBA.


Interest on the due payments from the complainant shall be charged at the prescribed rate of interest i.e. 10.45% by the promoter which is the same as is being granted to the complainant in case of delayed possession.

The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order and thereafter monthly payment of interest till offer of possession shall be paid before 10<sup>th</sup> of subsequent month.

Complaint stands disposed of. Detailed order will follow. File be consigned to the registry.

Samir Kumar  
(Member)  
04.09.2019

  
Dr. K.K. Khandelwal  
(Chairman)  
04.09.2019

  
Subhash Chander Kush  
(Member)

