

BEFORE THE HARYANA REAL ESTATE REGULATORY

AUTHORITY, GURUGRAM

Complaint no. : 1834 of 2018

First date of hearing: 07.03.2019

Date of decision : 10.04.2019

Mr. Abhishek Agarwal and Mrs. Monal
Agarwal
H.no. D-39, Gate no.4, Freedom Fighter
Enclave, Saket, Delhi-110017

Complainants

Versus

M/s Cosmos Infra Engineering India
Private Limited
Office: 5A,C,D, 5th floor, Vandhna Building
11, Tolstoy Marg, Delhi-110057
M/s Shivnandan Buildtech Private Limited
Office: 4, Battery Lane, Rajpur Road, Civil
Lines, Delhi-110054

Respondents

CORAM:

Shri Samir Kumar
Shri Subhash Chander Kush

Member
Member

APPEARANCE:

Shri Abhishek Agarwal Complainant in person
Shri Dharmender Sharma Advocate for the respondents

ORDER

1. A complaint dated 04.12.2018 was filed under section 31 of the Real Estate (Regulation and Development) Act, 2016 read with rule 28 of the Haryana Real Estate (Regulation and



Development) Rules, 2017 by the complainants Mr. Abhishek Agarwal and Mrs. Monal Agarwal against the promoters, M/s Cosmos Infra Engineering India Private Limited and M/s Shivnandan Buildtech Private Limited, on account of violation of the section 11(4)(a) of the Act *ibid*.

2. Since, the builder buyer's agreement has been executed on 07.02.2012 i.e. prior to the commencement of the Real Estate (Regulation and Development) Act, 2016, therefore, the penal proceedings cannot be initiated retrospectively, hence, the authority has decided to treat the present complaint as an application for non-compliance of contractual obligation on the part of the promoters/respondents in terms of section 34(f) of the Real Estate (Regulation and Development) Act, 2016

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

- **Nature of the project: residential colony**
- **DTCP license no: 70 of 2011 dated 22.07.2011 valid upto 21.07.2015**
- **RERA registration: not registered**



1.	Name and location of the project	“COSMOS EXPRESS 99”, Village Dhankot, Sector- 99, Gurugram, Haryana
2.	Payment plan	Construction linked plan
3.	Date of builder buyer’s agreement	07.02.2012
4.	Unit no.	806, Tower D
5.	Area of unit	1310 sq. ft.
6.	Allotment letter dated	09.11.2011
7.	Date of booking	15.02.2011
8.	Basic sale price	Rs.39,95,500/-
9.	Total consideration	Rs.50,10,000/- + GST
10.	Total amount paid by the complainant	Rs 40,24,441/-
11.	Due date of Possession as per clause 3.1 of the builder buyer’s agreement within period of 4 years of the start of construction or execution of this agreement whichever is later plus 6 months grace period as per clause 5.1 Note: the due date of possession is calculated from the date of the agreement as date of start of construction is not available i.e. 07.02.2012	07.08.2016
12.	Delay in handing possession	2 years and 8 months and 3 days
13.	Delay possession charges as per clause 5.1 of the agreement	Rs. 5/- per sq. ft. per month on super area for any delay



4. The details provided above have been checked on the basis of the record available in the case file which have been provided by the complainants and the respondents. A builder buyer's agreement 07.02.2012 is available on record for unit no. 806, Tower D admeasuring 1310 sq. ft. in the project 'Nimai Place' according to which the due date of possession comes out to be **07.08.2016.**

5. Taking cognizance of the complaint, the authority issued notice to the respondents for filing reply and for appearance. The case came up for hearing on 07.03.2019 and 10.04.32019. The reply filed on behalf of the respondent has been perused.

FACTS OF THE CASE:

6. The complainants submitted that the applicant had entered, on 15.02.2011, into a contract / agreement with builder vide advance registration form / booking form for booking / purchase of a residential flat in project named and known as "COSMOS EXPRESS 99". Further, FBA was entered between builder and applicant on 07.02.2012 which includes followings clauses:



1. As per **clause 1.1 of FBA**, the applicant was allotted residential unit no. 806 located in type copper, tower no. 'D' consisting of 2 bedrooms and toilets, located on 'EIGHT' floor in group housing complex having an approximate super area of 1310 sq. fts.
2. As per **clause 1(A) of FBA**, the builder through its associate company i.e. M/s. Shivnandan Buildtech Pvt. Ltd. purchased Land total measuring 96 Kanals 5 Marlas (12.031 acres) situated at Village Dhankot, Sector-99, Tehsil & District Gurgaon, Haryana.
3. As per **clause 1(B) of FBA**, it is mentioned that M/s. Shivnandan Buildtech Pvt. Ltd. has obtained license from Director General, Town and Country Planning Department, Government of Haryana (DTCP) bearing nos. 70 of 2011 dated **22.07.2011 valid upto 21.07.2015** for setting up residential colony and to develop/ construct the group housing complex on the said Land.



From the above clauses, it is clear that completion / possession was to be made on or before **21.07.2015** because license for

setting up a residential colony commonly known as **sanction plan / permit date** over the land was valid from 22.07.2011 to 21.07.2015.

4. As per **clause 3.1 of FBA**, the builder was to complete construction within 4 years of start of construction or execution of agreement whichever is later.
5. As per **clause 1(E) of FBA of the copy of FBA (which has been supplied by builder after execution of FBA)** it is mentioned that flat allottee(s) has applied to builder vide application dated **06.05.2011** for allotment of residential flat whereas in letter dated **01.08.2011** it is mentioned that this letter is in reference to advance registration form dt. **15.02.2011** submitted by applicant.

Moreover, applicant had paid Rs. **2,00,000/- vide cheque no. 086854** dt. **15.02.2011**, which was realised / cleared immediately.

So, it is established that builder has delayed in completion / possession and also made alteration / manipulation only to avoid / reduce its liability and therefore breached T&C of contract / agreement / booking.



7. The complainants submitted that builder continued to make unjustified demands without support of architect certificate. On continuous follow up with builder, every time he made false promise verbally to complete in further next six months but no reasonable justification was given for delay. On physically visiting the project site the applicant found only 10 to 15 labours including watchman on such a big project which is just to mislead applicant. When applicant persistently asked through e-mails regarding completion of project. The builder finally replied on 21.09.2018 to complete the project subject to **force majeure conditions**. This clearly indicates their intention of not delivering the project hiding behind force majeure conditions, after holding money for last 7 years but the builder had not raised the issue of **force majeure conditions**, in case of M/s. Cosmos Infra Engineering Pvt. Ltd & Another Vs Mr. Sudip Roy, dt. 14.06.2018, when HRERA gave direction to builder to give handover by 31.12.2018.

8. The complainants submitted that as per terms and conditions of **advertisement** made to induce / invite public to purchase residential flat in the said project from broker / builder via e-



mail dated **07.02.2011**, possession was to be offered in **3 years from booking**, thus inducing public to purchase by making false promise. The registration of booking was done by applicant on **15.02.2011**. Accordingly, possession was to be done on or before **15.02.2014**. As per terms & conditions mentioned in email sent on 12.10.2011 by builder and clause 1(A) read with clause 3.1 of FBA, completion / possession was to be made on or before 21.07.2015 because License for setting up a residential colony commonly known as sanction plan/ permit date over the land was valid from 22.07.2011 to 21.07.2015.

9. The complainants submitted that but, builder has not completed construction till date even and there is already a **significant delay of more than 3 years**, which may be mainly for following reasons:

- 1. Diversion of Applicant' Money** - Builder has diverted applicant' funds in accounts of its associates' accounts/ in other activities other than this project, whereas the same should have been utilised in project. Had this money utilised



in project, the project might have been completed much before or say on time.

2. Builder wants to hold Inventory built from applicant' fund to earn windfall gain without making any significant

investment - Builder has been intentionally holding inventory to sell unsold flats at higher price in future. Builder's intention was/is to hold inventory to make many times profit / windfall gain from a penny investment which was just Rs. 1.08 Crore whereas Builder has been earning more than **100%, yearly**, in addition to, use of applicant' fund and handsome remuneration.

10. The complainants submitted that the builder unilaterally drafted and incorporated terms and conditions which were favorable only to builder and unfavorable to applicant at the time of execution of buyer's agreement which were not known at time of Booking. The complainants submitted that in **FBA**, builder has mentioned that rate of interest on delayed payment by applicant will be **24% p.a. compounding** whereas if possession is not given on time then the builder will pay only **@ Rs. 5** per sq. ft. per month. Such condition is not



justifiable as the builder is charging **more than 12 times** than what he will pay for delay.

11. The complainants submitted that builder has not registered itself with RERA so far thus contravenes the provision of **section 3 of RERA ACT, 2016**. Moreover, builder claims that it has applied for registration under RERA which is still pending on behalf of authority but it is not providing details of application no. when asked by applicant, if any. However, as per official website of HRERA, the project temp-ID is RERA-GRG-53-2018, but details of project(form A to H) are not filed yet. Further, in case of M/s. Cosmos Infra Engineering Pvt. Ltd & Another Vs Mr. Sudip Roy, dt. 14.06.2018, HRERA gave direction to builder to complete the registration formalities within one month which is not done till date. Further possession was to be handover by 31.12.2018 but seeing the pace of project it is not likely within next 5 years.

12. The complainants submitted that the builder is making profits by charging GST @12% and NOT passing on the benefit of Input Tax Credit received by builder on Inputs. Under **section 171 of the GST act**, any reduction in GST rate on supply of



goods or services or the benefit of input tax credit should be passed on to the applicant by commensurate reduction in prices. This is a case of [Anti-Profiteering](#) activity of the builder. Companies like **HUL, Nestle India** has been asked to deposit as a compensatory measure for not passing on to customers the benefits of cuts in the Goods and Services Tax (GST). However, the builder has mentioned in its demand letter dated 03.02.2018 of its incapability to calculate INPUT TAX CREDIT of GST and mention that it will set off the difference at the time of possession which is further loss of interest for the applicant. The builder enjoyed the fruits of deposited amount on account of mental and financial agony suffered by the Applicant. Applicant has been paying both EMI and rent and it is double burden for them. As per recent news/public notice dated 13.09.2018, published in official website of HRERA, even national anti-profiteering authority have drawn attention towards anti-profiteering activity of builders.



ISSUES RAISED BY THE COMPLAINANTS:

13. The following issues have been raised by the complainants:

- i. Whether there is significant delay in completion and possession of flat?
- ii. Whether the builder is liable to refund of entire amount paid by applicant along with Interest thereon?

RELIEF SOUGHT BY THE COMPLAINANTS:

14. In view of the facts mentioned the following reliefs have been sought by the complainants:

1. Refund of entire amount paid and interest at same rate of interest i.e. 24% p.a., compounded quarterly, (as per BBA read with T&C of booking sent on e-mail).
2. As per sections 12, read with 18(1), 19(4) and 2(z) of the RERA Act, if the builder fails to complete or is unable to give possession in accordance with the terms of the agreement for sale he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available,



to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest which builder charges to the allottee, for delay in payment, and the interest payable by the builder to the allottee shall be from the date the builder received the amount or any part thereof till the date the amount of part thereof and interest thereon is refunded;

3. Compensation **under sections 18(3) read with 19(4) of RERA Act** for mental agony to Applicant.
4. Any other relief that this hon'ble tribunal deems fit in the facts and circumstances.

REPLY ON BEHALF OF THE RESPONDENTS

15. The respondents submitted that the complainants are guilty of 'suggestio falsi' and 'suppression veri' in as much as the complainants have deliberately concealed various material facts from this hon'ble authority, as they purposely did not disclose the fact that they had not make the payment as per the schedule despite numerous notices and reminders, so on this score alone the present complaint is liable to be dismissed



16. The respondents submitted that the complaint are true except the fact that the completion/possession was to be made on or before 21.07.2015 because license for setting up a residential colony as section plan/permit date over the land was valid from 22.07.2011 to 21.07.2015. In reply it stated that as per the builder buyer agreement the construction of the said flat was to be completed within four years from start of the construction or execution of agreement which is later. It is pertinent to mention here that the construction work is now 70 % completed and the possession will be given within short span of time.

17. The respondents submitted that there has arisen no cause of action in favour of the complainants to file the present complainant against the respondents moreover complainants have failed to state as to how the cause of action arose in its favour for filing the present complaint against the respondents in the absence of any deficiency on its parts as such the present complaint is liable to be dismissed on this score alone.

18. The respondents denied that the respondent unilateral drafter and incorporated terms and conditions which were favorable



only to builder and unfavorable to applicant at the time of execution of flat buyer's agreement which was no known at the time of booking. In reply it is stated that complainant without any base and substance levied false allegations against the respondent as the complainant agreed on the said terms and condition of the flat buyer agreement and not raised this objection at the time of the execution of the builder buyer agreement and after fully satisfied complainant signed and executed the said agreement.

19. The respondents denied that the as per terms and conditions of advertisement made to induce/invite public to purchase residential flat in the said project from builder via e-mail dated 07.02.2011, thus inducing public to purchase by making false promise. It is true to the extent that the registration of booking was done by applicant on 15.02.2011 but it is denied that the possession was to be handed over on or before 15.02.2014. In reply it is stated that the alleged e-mail for purchase of the said flat is not sent by the respondent, it is also stated here that the builder buyer agreement was executed between the parties on dated 07.02.2012 and the complainant misinterpreted the flat



buyer agreement, as per the clause 3.1 of the agreement the developer shall under normal conditions subjects to force majeure, complete the construction of the tower/building. It is pertinent to mention here that the construction work is now 70 % completed and the possession will be given within short span of time. That the content of the para under reply are wrong and denied. It is denied that as per email dated 12.10.2011 the possession of the said flat was handed over on or before 21.07.2015. In reply it is stated here that possession of the said flat is handed over to the complainant within a short span of time.

20. The respondents denied that the builder has failed to complete the flat booked by applicant in accordance with the terms and conditions of the flat buyer agreement and also failed to give possession of the said flat on specified date. It is also denied that it is a clear cut case of cheating/fraud where a number of buyers had been hoodwinked alluring them by showing dream homes while printing very glossy brochure as well as the advertisements. In reply it is stated that the complainant without any base and substance levied false allegation against



the respondent as the matter of fact is that the construction work in 70 % completed and the possession of the said flat will be given to the complainant within a short span of time.

REJOINDER FILED BY THE COMPLAINANTS

21. The respondents can't deny the relationship with broker because as per common prudence no broker (agent) will advertise / market / sale any flat of any respondent without the knowledge of respondents. So, respondents are liable for any advertisement / offer / promises made by its broker because of principal - agent relationship. The respondents may please be directed to furnish affidavit regarding non - relationship with broker.
22. Complainants have not concealed any material facts and have made all payments immediately after receiving demand letters. Moreover, if 68% of total cost has been paid in first 2 years of registration of booking i.e. till May, 2013 and 77% of total cost has been paid till June, 2015; whereas **as stated above** only approx. 35% construction work was completed till June 2015.



23. The complainants had paid on demand 77% of total cost till June, 2015 whereas presently the respondent has been claiming that 70% construction work is complete till date **(Jan 2019)** and also construction work is in full swing, which means that till June 2015 construction work was much lower (say 35% as explained above) and consequently demands raised by respondent were higher / unjustified and not linked with actual construction of the project whereas complainants had opted construction linked plan. Complainants had suffered loss of tax rebate as under: Sec. 24 of Income Tax Act, 1961, deduction can be claimed in respect of interest paid on housing loan for under construction property upto Rs. 200,000 from the financial year in which construction is completed provided that construction is completed within 5 years from the end of F.Y. in which the loan was taken, otherwise it is reduced to Rs. 30,000. So, loss of tax rebate @ 30.9% on Rs.1,70,000 for 5 years which amounts to **Rs. 2.62 lakhs** to the complainants should also be compensated. The respondents have not



given benefits of input tax credit of GST and is involved in anti-profiteering activities by charging GST @12%.

24. The respondent received all necessary approvals in year 2011 and as per circular dt. 26.07.2011 issued by respondent wherein it was mentioned that license no. 70 of 2011 have been sanctioned to them along with zoning plan and site development work has also been started. Further, in clause 1(B) of FBA, it is mentioned that M/s. Shivnandan Buildtech Pvt. Ltd. has obtained license from Director General, Town and Country Planning Department, Government of Haryana (DTCP) bearing no. 70 of 2011 dated 22.07.2011 valid upto 21.07.2015 for setting up residential colony and to develop/construct the group housing complex on the said Land. Since, License was valid till 21.07.2015 for development / construction. So, constructive date of possession was to be 21.07.2015. However, the complainants also submitted that as per clause 3.1 of BBA, executed on 07.02.2016, possession was to be given within 4 years from start of construction or execution of agreement, which is later. As per this clause also,



there is already a significant delay of 3 years and it will take another 3-4 years.

25. In case of **Manju Arora vs Unitech** ,it is settled by SCDRC, Punjab that

"-----Respondents should have been kept in mind while agreeing upon the terms and conditions so mentioned in the Agreement. If these are to be taken as an excuse to wriggle out of the condition so imposed in the Agreement, then in every case such a plea would be taken as an excuse for not performing their part of the contract by the Developers. They had been collecting huge amounts from the customers for the development of the Project and we wonder where that amount had been going. They are not to play the game at the cost of others. When they insist upon the performance of the promise by the consumers, they are to be bound by the reciprocal promises of performing their part of the Agreement."



26. Similar Judgement was in case of **Vishal Arya v. Unitech Limited** wherein it was held there was a sheer deficiency in the

services of unitech and they were only enjoying the fruits of deposited amount and on account of mental agony suffered by the buyers. The delay on account of 'Force Majeure' was not accepted. However, respondents never consider that a buyer might have unforeseeable circumstances and charges huge interest on delayed payments. Finally, in the light of the order passed by the **MAHA RERA Authority** it can clearly be concluded that even if there is a force majeure clause in the [respondent-buyer agreement](#) it will stand null and void since the reasons stated are futile.

27. The T&C of FBA are not available to public at the time of booking. Moreover, after payment of 15% of total cost being substantial, no choice is left with the complainants / buyer even if anyone disagrees with the terms & conditions of FBA because there is always a threatening of forfeiture of booking amount. The T&C of FBA are equally applicable on respondent and they breach the T&C as they failed to give possession on time and provisions of RERA under section 18 read with Sec 19(4) along with Sec 2(za) is applicable on respondent.



DETERMINATION OF ISSUES

After considering the facts submitted by the complainants, respondents and perusal of record on file, the issue wise findings are as hereunder:

29. With respect to **first issue** raised by the complainants, the authority came across that as per clause 3.1 of the flat buyer's agreement construction was to be completed within period of 4 years of the start of construction or execution of this agreement whichever is later plus 6 months grace period as per clause 5.1. Note: the due date of possession is calculated from the date of the agreement as date of start of construction is not available i.e. 07.02.2012. The flat buyer's agreement was executed on 07.02.2012. Therefore, the due date of possession comes out to be 07.08.2016 and the possession has been delayed by **2 years and 8 months and 3 days** till the date of decision. The delay compensation payable by the respondents @ **Rs. 5/- per sq. ft. per month on super area for any delay** on the amount(s) paid by the allottee for such period of delay of buyer's agreement is held to be very nominal and unjust. The terms of the agreement have been drafted



mischievously by the respondents and are completely one sided as also held in para 181 of ***Neelkamal Realtors Suburban Pvt. Ltd. Vs. UOI and ors. (W.P 2737 of 2017)***, wherein the Bombay HC bench held that:

“...Agreements entered into with individual purchasers were invariably one sided, standard-format agreements prepared by the builders/developers and which were overwhelmingly in their favour with unjust clauses on delayed delivery, time for conveyance to the society, obligations to obtain occupation/completion certificate etc. Individual purchasers had no scope or power to negotiate and had to accept these one-sided agreements.”

30. Therefore, under section 18(1) proviso respondents are liable to pay interest to the complainants, at the prescribed rate, for every month of delay till the handing over of possession. The prayer of the complainants regarding payment of interest at the prescribed rate for every month of delay, till handing over of possession on account of failure of the promoter to give possession in accordance with the terms of the agreement for sale as per provisions of section 18(1) is hereby allowed. The authority issues directions to the respondents u/s 37 of the Real Estate (Regulation and Development) Act, 2016 to pay



interest at the prescribed rate of 10.70% per annum on the amount deposited by the complainants with the promoter on the due date of possession i.e. 07.08.2016 upto the date of offer of possession.

31. With respect to **second issue** raised by complainants, as per the report of the local commissioner –

- i. The physical progress of the overall project is approximately 55-60 percent.
- ii. the physical progress of the tower D- in which unit of the complainant is located is approximately 60 percent.
- iii. The physical progress of complainant unit is nearly 50 percent.

32. Therefore, the authority is of the view that in case refund is allowed in the present complaint, it shall hamper the completion of the project. The refund of deposited amount will also have adverse effect on the other allottees. Therefore, the relief sought by the complainants cannot be allowed. However, as per proviso to section 18(1) of the Act, the complainants shall be paid interest for every month of delay calculated at the



prescribed rate of 10.70% per annum till the handing over of the possession.

FINDINGS OF THE AUTHORITY:

33. The preliminary objections raised by the respondent regarding jurisdiction of the authority stands rejected. The authority has complete jurisdiction to decide the complaint in regard to non-compliance of obligations by the promoter as held in *Simmi Sikka V/s M/s EMAAR MGF Land Ltd.* leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.
34. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Department of Town and Country Planning, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district, therefore this authority has complete territorial jurisdiction to deal with the present complaint.



35. The complainant made a submission before the authority under section 34(f) to ensure compliance of the obligations cast upon the promoter.

36. The complainant requested that necessary directions be issued by the authority under section 37 of the Act ibid to the promoter to comply with the provisions of the Act and to fulfil its obligations.

37. 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. Registration branch is directed to issue show cause notice to the builder-respondent under the Act to show cause as to why a penalty of 10% of the cost of the project may not be imposed.

38. Local Commissioner report has been received on 9.4.2019 and placed on record.

39. The operative part of LC report is as under:-

1. The physical progress of the overall project is approximately 55-60%.



2. The physical progress of the tower-D in which unit of complainant is located is approximately 60%.

40. As per clause 3.1 of the builder buyer's agreement dated 07.02.2012 for unit no.D-806, tower-D, in project "COSMOS EXPRESS 99", village Dhankot, Sector-99, Gurugram, possession was to be handed over to the complainants within a period of 4 years from the date of execution of BBA + 6 months grace period which comes out to be 07.08.2016. However, the respondent has not delivered the unit in time. Complainant has already paid Rs.40,24,441/- to the respondent against a total sale consideration of Rs.50,10,000/-. As such, complainant is entitled for delayed possession charges at prescribed rate of interest i.e. 10.70% per annum w.e.f 07.08.2016 as per the provisions of section 18 (1) of the Real Estate (Regulation and Development) Act, 2016 till offer of possession.

41. Complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.



42. The promoter shall not charge anything from the complainants which is not part of the BBA.
43. Interest on the due payments from the complainants shall be charged at the prescribed rate of interest i.e. 10.70% by the promoter which is the same as is being granted to the complainant in case of delayed possession.

DECISION AND DIRECTIONS OF THE AUTHORITY:

44. After taking into consideration all the material facts as adduced and produced by both the parties, the authority exercising powers vested in it under section 37 of the Real Estate (Regulation and Development) Act, 2016 hereby issue the following direction to the buyer in the interest of justice and fair play:

- i. The respondent is directed to pay interest at the prescribed rate of 10.70% per annum on the amount deposited by the complainants with the promoter on the due date of possession i.e. 07.08.2016 upto the date of offer of possession.



- ii. The arrears of interest so accrued @ 10.70% p.a. so far shall be paid to the complainants within 90 days from the date of this order. Thereafter, the monthly payment of interest till handing over of the possession so accrued shall be paid before 10th of every subsequent month.
- iii. Complainant are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The respondent is directed not charge anything from the complainants which is not part of the BBA.
- v. The respondent is directed that interest on the due payments from the complainants shall be charged at the prescribed rate of interest i.e. 10.70% by the promoter which is the same as is being granted to the complainant in case of delayed possession.



45. Since the project is not registered, notice under section 59 of the Real Estate (Regulation and Development) Act, 2016, for violation of section 3(1) of the Act be issued to the respondent.

Registration branch is directed to issue show cause notice to the builder-responent under the Act to show cause as to why a penalty of 10% of the cost of the project may not be imposed. A copy of this order be endorsed to registration branch for further action in the matter.

46. The order is pronounced.
47. Case file be consigned to the registry. Copy of this order be endorsed to the registration branch.

(Samir Kumar)
Member

(Subhash Chander Kush)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 10.04.2019



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