

PROCEEDINGS OF THE DAY		33
Day and Date	Tuesday and 02.04.2024	
Complaint No.	CR/316/2022 Case titled as Deepak Makol and Abhinav Makol VS Advance India Project Limited & Wellworth Projects Developers Private Limited	
Complainant	Deepak Makol and Abhinav Makol	
Represented through	Shri Hemant Chaudhary Advocate	
Respondent	Advance India Project Limited & Wellworth Projects Developers Private Limited	
Respondent Represented	Shri Harshit Batra Advocate	
Last date of hearing	16.01.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
<p>The present complaint has been received on 24.01.2022 and the reply on behalf of respondent no. 1 was received on 25.07.2022.</p> <p>Despite service of notice for hearing to respondent No. 2 (hereinafter R2) through post and email dated 11.02.2022 & 08.02.2022, it neither filed any written reply not put in appearance.</p> <p>Vide proceedings dated 22.07.2022, the respondents were directed not to create any third-party rights against the subject unit till next date of hearing.</p> <p>Succinct facts of the case as per complaint and reply are as under:</p>		
S. N.	Particulars	Details
1.	Name of the project	"AIPL Joy Central"
2.	Project location	Sector 65, Gurugram



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

3.	Project type	Commercial complex
4.	Application dated	03.03.2017 [As per page no. 46 of reply]
5.	Allotment letter	11.05.2017 [As per page no. 53 of reply]
6.	Unit No.	0066, Ground Floor [As per page no. 53 of reply]
7.	Renumbering of unit no. on 01.04.2020	GF-77 [As per page no. 75 of reply]
8.	Unit Area	1197 sq. ft. (super area) [As per page no. 53 of reply]
9.	Date of agreement for sale	Not executed
10.	Possession clause	Clause 40 of application form <i>Subject to the aforesaid and subject to the applicant not being in default under any part of this agreement including but not limited to the timely payment of the total price and also subject to the applicant having complied with all formalities or documentation as prescribed by the company, the company endeavours to hand over the possession of the unit to the applicant within a period of 48 (forty eights) months, with a further grace period of 6 (six) months, from date of commencement of the excavation work at the project site and this date shall be duly communicated by the company to the applicant.</i>



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11.	Date of start of excavation	01.09.2018 [As alleged by respondent on page no. 04 of reply]
12.	Due date of possession	01.09.2022 [Calculated from date of start of excavation] Grace period is not allowed.
13.	Total sale consideration	Rs. 3,30,82,686/- [As per payment plan on pg. 54 of reply]
14.	Amount paid	Rs. 98,06,824/- [As per statement of account dated 21.03.2022 on pg. 84 of reply]
15.	Occupation certificate	24.12.2021 [As per page no. 66 of reply]
16.	Offer of possession	Not offered
17.	Demand letter and reminders dated	15.06.2017, 11.04.2021, 06.05.2021 [As per page no. 80-82 of reply]
18.	Pre termination letter	18.05.2021 [As per page no.82 of reply]
19.	Termination letter dated	01.07.2021 [As per page no. 83 of reply]

The counsel for the complainants states that the complainants allottee have booked shop No.66 but subsequently the respondent changed the unit to 77 without consent of the complainants allottees and the demand raised of outstanding amount was not as per BBA since after the payment of 30% amount remaining amount was to be paid at the time of completion of super



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structure but demand was raised at the stage of 3rd floor only. However, even the above changed location is acceptable to the allottees and is willing to pay the outstanding amount but without interest as the delay is not due to fault of the complainants.

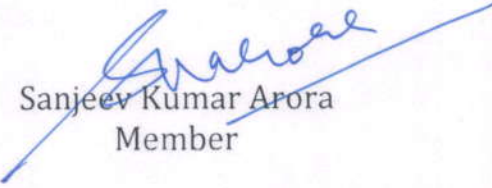
The counsel for the respondent clarifies that demands have been raised as per agreement and the construction was to be completed in a phase manner and OC in respect of block upto 3rd floor has already been received and hence demand of completion of 3rd floor has been rightly raised but due to non-payment of instalments, the unit stands cancelled and is not available. Further, there is no change in the location of unit as only the shop has been renumbered. The OC is obtained upto 4th floor and payment was as per payment plan as given in the allotment letter but BBA is not executed.

Both the parties are filing written submissions in the registry today itself.

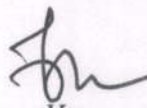
Arguments heard.

Order reserved.

Matter to come up on **16.07.2024** for pronouncement of order.


Sanjeev Kumar Arora
Member


Vijay Kumar Goyal
Member


Arun Kumar
Chairman
02.04.2024