

PROCEEDINGS OF THE DAY		8
Day and Date	Thursday and 04.01.2024	
Complaint No.	CR/3933/2021 Case titled as Yogesh Yadav and Neelam Yadav VS Elan Buildcon Private Limited	
Complainant	Yogesh Yadav and Neelam Yadav	
Represented through	Shri Gaurav Rawat Advocate	
Respondent	Elan Buildcon Private Limited	
Respondent Represented	Shri Ishaan Dang Advocate	
Last date of hearing	12.10.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings The present complaint was filed on 27.09.2021 with the adjudicating officer and the reply on behalf of respondent was received on 22.11.2021. On the last date of hearing i.e., 12.10.2023, the counsel for the respondent requested for filing of additional documents and the said request was allowed and the respondent was directed to file the same within a week. The respondent has filed the same on 12.10.2023. Succinct facts of the case as per complaint and reply are as under:		
S. No.	Particulars	Details
1.	Name of the project	"Elan Miracle", Sector 84 Village Hayatpur, Gurugram, Gurugram
2.	Nature of the project	Commercial colony
3.	DTCP License	34 of 2014 dated 12.06.2014 valid upto 11.06.2019
4.	Name of licensee	Bajaj Motors(P) Ltd. and others
5.	RERA Registered/ not registered	Registered vid no. 190 of 2017 dated 14.09.2017 valid up to 13.09.2023

6.	Allotment Letter in favour of the original allottee i.e., Renu Yadav and Vikram Yadav	12.06.2018 (Annexure C-2 page 85 of complaint)
7.	Unit no.	G-030, Ground Floor (Annexure C-2 page 85 of complaint)
8.	Super Area	925 sq. ft. (Annexure C-2 page 85 of complaint)
9.	Revised area	1181 sq. ft. (Annexure R/6 at page no. 86 of the reply)
10.	Date of execution of builder buyer agreement in favour of the original allottee i.e., Renu Yadav	04.02.2019 (Page no. 27 of the reply)
11.	Date of execution of endorsement	12.03.2021
12.	Possession clause	7.1. Possession of the unit The Promoter agrees and understands that timely delivery of possession of the said premises / unit to the allottee(s) and the common areas to the association of allottee(s) or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said premises / unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place within a period of 48 (forty eight) months from the date of this Agreement with an extension of further twelve months , unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting

		the regular development of the real estate project (*Force Majeure"). (Emphasis supplied).
13.	Grace period	The respondent/promoter has sought the grace period of 12 months unless there is delay or failure due to war, flood, drought fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project. However, as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020, the Authority allowed the grace period of 6 months only being unqualified.]
14	Due date of delivery of possession	04.08.2023 (Calculated from the date of execution of buyer's agreement i.e., 04.02.2019 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020.)
15	Total sale consideration	Rs.1,27,811,25/- (Annexure C-2 page 85 of complaint) Rs.1,64,20,512/- (As per Applicant ledger at page no. 85 of the reply)
16	Total amount paid by the complainant	Rs.87,01,498/- (As per receipt information at page 86 of the reply)
17.	Offer of possession fit outs	07.09.2021 (Page 145 of the complaint)
18.	Reminder Letters	12.10.2021, 12.11.2021, 28.12.2021, 08.02.2022, 10.03.2022, 05.04.2022, 09.05.2022, 06.06.2022, 04.07.2022, 05.08.2022, 05.09.2022, 10.10.2022, 03.11.2022, 03.12.2022, 03.01.2023

19.	Occupation certificate	15.03.2023 (Page no. 1 of the additional documents filed by the respondent on 12.10.2023)
20.	Intimation regarding grant of OC	22.03.2023 (Page no. 4 of the additional documents filed by the respondent on 12.10.2023)

The complainant is a subsequent allottee. The subject unit was originally allotted to Mrs. Renu Yadav. A buyer's agreement was executed in this regard on 04.02.2019. Vide endorsement sheet dated 12.03.2021, the original allottees transferred all their rights and liabilities in relation to subject unit in the favour of present allottees i.e., Yogesh Yadav and Neelam Yadav.

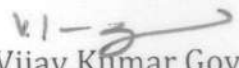
The area of the unit has been increased by 27% for which an additional demand has been raised for Rs.34,26,560/-. The area has been changed from 925 sq. ft. to 1181 sq. ft.

The counsel for the complainant requests for placing on record a copy of the original building plan sanctioned by DTCP alongwith a comparative chart detailing out the area of the shop as per original plan and revised plan and states that there is no justification for increase of super area upto 27% while there is no increase in the carpet area. The counsel for the respondent requests to examine the above documents supplied during the proceedings and requests for a short adjournment. The counsel for the respondent is further directed to submit a detailed statement clarifying the carpet area and super area as per BBA and if there is any increase therein alongwith justifications, if any within 3 weeks after supplying a copy to the counsel for the complainant.

Matter to come up on **12.03.2024** for further proceedings.


Sanjeev Kumar Arora
 Member


Arun Kumar
 Chairman
 04.01.2024


Vijay Kumar Goyal
 Member