

PROCEEDINGS OF THE DAY		56
Day and Date	Tuesday and 11.04.2023	
Complaint No.	CR/4251/2022 Case titled as Gourav Chuhan and Jitender Singh Vs ELAN BUILDCON PVT LTD	
Complainant	Gourav Chuhan and Jitender Singh	
Represented through	Complainant in person	
Respondent	ELAN BUILDCON PVT LTD	
Respondent Represented	Shri Ganesh Kamath Advocate	
Last date of hearing	16.11.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint was filed on 17.06.2022 and the reply on behalf of respondent was received on 16.11.2022.		
Succinct facts of the case are as under:		
S. N.	Particulars	Details
1.	Name of the project	"Elan Miracle", Sector-84 , Gurugram Haryana
2.	Nature of the project	Commercial project
3.	Registered/not	Registered 190 of 2017 dated 14.09.2017 Valid till 13.09.2023
4.	Unit No.	KIOSK -01- B 2 ND FLOOR



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HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/25/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.एच.आर.डी. विभाग प्लॉट, सिविल लाइन्स, गुरुग्राम, हरियाणा

		[Page no. 20 of the complaint]
5.	Super area	350 sq. ft. [Page no. 21 of the complaint]
6.	Date of allotment	09.10.2019 (PAGE 20 of complaint)
7.	Date of builder buyer agreement	01.02.2020
8.	Possession clause	POSSESSION OF THE PREMISES / UNIT: 7.1 Schedule for Possession of the said Premises / 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"). If; however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said premises / unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016

भू-संपदा (विनियामक और विकास) अधिनियम, 2016 के अंतर्गत 20 के अधिनियमित प्राधिकरण



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हरियाणा मू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CA/423/2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पब.उमरू, जी. सिविल लाईन, गुरुग्राम, हरियाणा

		by the Promoter from the allottee(s) subject to deduction of non-refundable amounts including but not limited to return on investments paid / payable by the Promoter to the Allottee(s). The Promoter shall Intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee [subject to deduction of non-refundable amounts including but not limited to return on investments paid / payable by the Promoter, interest paid or payable by the allottee(s) to the promoter on delayed payments, brokerage(s) / incentive(s) paid by the developer / discount(s) given, taxes / statutory levies paid / payable, if any], the Allottee agrees that he/ she shall not have any rights, claims etc, against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. It is however clarified that if the developer offer the possession of the unit before the stipulated timeline as mentioned above, the allottee(s) shall take the possession without any protest or demur.
9.	Due date of possession	01.02.2024
10.	Total sale consideration (BSP)	Rs. 28,35,000 [As alleged by the complainants in the facts]
11.	Amount paid	Rs. 13,97,444/- [As alleged by the complainants in the facts]
12.	Occupation certificate	09.06.2021 (Page 52 of reply of respondent)
13.	Offer of possession for fit out	28.10.2021 (Annexure 4 page 28 of complaint)



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New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.व्हाइ.डी. विभाग भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

14.	Surrender letter	13.09.2021 because no layout plan was shown (page 31 of complaint)
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The complainant-cum-counsel requests for allowing full refund with interest as the respondent has made various unauthorized changes in the plan after execution of BBA and hence, the kiosk size and hence requests for refund as a surrender letter has been issued to the respondent on 13.09.2021 (page 31 of the complaint).

The counsel for the respondent states that changes in the plan were made after obtaining NoC from the complainant-allottee for making changes in the plan and hence the same cannot be agitated at this stage. The copy of NoC given by the complainant allottee is at page 109 Annexure R28. However, the complainant states that the NoC is forged and a case of forgery has been filed in the Hon'ble Criminal Court and is fixed for hearing on 17.04.2023.

Matter to come up on **25.07.2023** for further proceedings.


Sanjeev Kumar Arora
Member


Vijay Kumar Goyal
Member
11.04.2023