

PROCEEDINGS OF THE DAY		29
Day and Date	Thursday and 22.05.2025	
Complaint No.	CR/513/2024 Case titled as Jatinder Pal Chugh and Jyoti Chugh VS Elan Buildcon Private Limited	
Complainant	Jatinder Pal Chugh and Jyoti Chugh	
Represented through	Shri Rajan Kumar Hans Advocate	
Respondent	Elan Buildcon Private Limited	
Respondent Represented	Shri Ishaan Dang Advocate	
Last date of hearing	13.03.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings The present complaint has been received on 12.02.2024 and registered as complaint no. 513 of 2024 and reply on behalf of respondent was received on 23.04.2024. Succinct facts of the case as per complaint and annexures are as under:		
S. No.	Particulars	Details
1.	Name and location of the project	“Elan Town Centre”, Sector 67, Gurugram
2.	Nature of the project	Commercial
3.	Project area	2 acres
4.	DTCP license no.	84 of 2012 dated 28.08.2012 valid up to 27.08.2024
5.	Name of licensee	Khanna Developers Pvt. Ltd. and 2 others
6.	RERA Registered/ not registered	23 of 2018 dated 02.02.2018 valid up to 01.02.2022
7.	Unit no.	FF-0101-C, First Floor (As per page no. 25 of the complaint)
8.	Unit area	428 sq. ft. (Super area) (As per page no. 25 of the complaint)
9.	Revised unit area	238 sq. ft. (Super area) (As per page no. 57 of the complaint) (Note: Area was revised to 238 sq. ft. from originally allotted area of 428 sq. ft.)

10.	Provisional allotment letter	31.10.2019 (As per page no. 37 of the reply)
11.	Date of execution of builder buyer's agreement	18.02.2021 (As per page no. 22 of the complaint)
12.	Possession clause	11 (a) Schedule for possession of the said Unit: <i>The developer based on its project planning and estimates and subject to all just exceptions endeavours to complete construction of the said building/said unit within a period of 36 months from the date of this agreement with an extension of further twelve (12) months unless there shall be delay or failure due to govt. department delay or due to any circumstances beyond the power and control of the developer or force majeure conditions including but not limited to reasons mentioned in clause 11(b) and 11(c) or due to failure of the allottee(s) to pay in time the total consideration and other charges and dues/payments mentioned in this agreement or any failure on the part of the allottee(s) to abide by all or any of the terms and conditions of this agreement.....</i> (As per page no. 36 of the complaint)
13.	Due date of possession	18.02.2025 (Note: Due date to be calculated 36 months from the date of execution of BBA i.e., 18.02.2021 plus grace period of 12 months)
14.	Total sale consideration for unit admeasuring 428 sq. ft.	Rs.45,02,025/- (As per payment plan on page no. 53 of the complaint)
15.	Revised total sale consideration for unit admeasuring 238 sq. ft.	Rs.25,03,462/- (As per SOA on page no. 163 of the reply)
16.	Amount paid by the complainants	Rs.25,03,462/- (As per SOA on page no. 163 of the



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CA/513/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

	(To be confirmed)	reply) Rs.27,91,745/- (As alleged by the complainants on page no. 10 of the complaint) Rs.30,15,705/- (As per cheques placed on record by the complainants on page no. 60-67 & 71-72 of the complaint)
17.	Offer of possession for fit-outs	18.09.2020 (As per page no. 57 of the complaint)
18.	Occupation Certificate	09.03.2021 (As per page no. 92 of the reply)
19.	Conveyance deed	Annexed but not executed
20.	Lease deed with M/s Castle BBQ LLP for 9 years	Executed on 15.12.2023 (As per page no. 118 of the reply) Registered with sub-registrar Badshahpur on 24.01.2024 (As per page no. 117 of the reply)

The counsel for the complainants states that despite paying the maintenance charges as well as the stamp duty charges the conveyance deed got printed but not executed till date and is seeking direction to the respondent for execution of the conveyance deed.

The counsel for the respondent states that vide email dated 02.12.2021 (page no. 6 of the reply), the complainants were called upon to come forward for registration of conveyance deed. However, vide email dated 14.01.2022, the complainants responded to the afore-mentioned conveying that the complainants are not interested in execution of conveyance deed instead they want to sell the unit. As per para 19 of the reply, in December 2023 the respondent conveyed to the complainants that a prospective lessee was found. Vide email dated 20.01.2023, the complainants were informed that the prospective lessee was interested in taking several other units along with the unit of the complainants and the details of terms and conditions of lease were also provided in the said email. The complainants were agreed to pay a Capital Expenditure of Rs.1100/- per sq. ft. plus applicable GST in four tranches but not paid the same till date even after issuance of several reminders. He further states that the respondent is willing to get the



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conveyance deed executed on payment of Cap Ex amount i.e., Rs.2,00,000/- .
As per Section 17 of the Act of 2016, the respondent shall execute a registered conveyance deed within 3 months from the date of issuance of occupation certificate. In the instant complaint, the OC was received way back on 09.03.2021, thus the respondent is directed to get the conveyance deed executed after adjustment of Rs.2,00,000/- w.r.t. lease deed, as per Section 17 of the Act of 2016.

Arguments heard.

Detailed order will follow. Matter stands disposed off.

V.1
Vijay Kumar Goyal
Member
22.05.2025