

PROCEEDINGS OF THE DAY		18
Day and Date	Tuesday and 09.01.2024	
Complaint No.	CR/1760/2022 Case titled as Monia Sharma and Pankaj Kumar VS Emaar MGF Land Ltd.	
Complainant	Monia Sharma and Pankaj Kumar	
Represented through	Shri Varun Chugh Advocate	
Respondent	Emaar MGF Land Ltd	
Respondent Represented through	Shri Ishaan Dang Advocate	
Last date of hearing		
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint has been received on 25.04.2022 and the reply was received on 19.07.2022.		
Succinct facts of the case as submitted in the complaint and reply are as under:		
S.N.	Particulars	Details
1.	Name of the project	Emerald Hills floors, Sec 65, Gurugram
2.	Unit no.	EHF-267-A-SF-116, block Amber [Page 18 of the complaint]
3.	Super area	267 sq. yards. [Page 17 of the complaint]
4.	Date of provisional allotment in favour of original allottee	08.07.2009 [Page 39 of the reply]

	(Shantanu Bhowmick)	
5.	Buyer's agreement executed between respondent and Prabhjeev Singh Narang and Manmeet Kaur Narang (1 st subsequent allottee) on	28.02.2010 [Page 44 of reply]
6.	1 st subsequent allottee (Prabhjeev Singh Narang and Manmeet Kaur Narang) sold the subject unit to 2 nd subsequent allottee (Madan Mohan Bhatia and Suneeta Narang) vide agreement to sell dated	29.07.2011 [As admitted by the respondent on page 3 of reply]
7.	Complainants are 3 rd subsequent allottee	The complainants purchased the subject unit from 2 nd subsequent allottee (Madan Mohan Bhatia and Suneeta Narang) vide agreement to sell dated 05.10.2017. [Page 103 of reply] The same was acknowledged by the respondent vide nomination letter dated 04.12.2017 [Page 47 of complaint]
8.	Possession clause	Clause 13 Subject to terms of this clause and subject to the Allottee(s) having complied with all the terms and conditions of this Agreement, and not being in default under any of the provisions of this Agreement and compliance with all provisions, formalities, documentation etc., as prescribed by the Company, the Company proposes to hand over

		the possession of the Floor within 27 months, from the date of execution of this Agreement. The Allottee(s) agrees and understands that the Company shall be entitled to a grace period of six months, for applying and obtaining the occupation certificate in respect of the Floor and/or the Project. [Page 59 of reply]
9.	Due date of possession	28.05.2012 Grace period of 6 months is disallowed
10.	Total sale consideration as per statement of account dated 21.06.2019 at page 53 of complaint	Rs.55,49,571/-
11.	Amount paid by the complainant as per statement of account dated 21.06.2019 at page 54 of complaint	Rs.55,56,399/-
12.	Occupation certificate	30.05.2018 [Page 159 of the reply]
13.	Offer of possession to the complainants	31.07.2018 [Page 112 of the reply]
14.	Unit handover letter to the complainants	21.09.2018 [Page 117 of the reply]
15.	Deed of conveyance to the complainants	17.12.2018 [Page 122 of the reply]
16.	Delay compensation paid by the respondent as per the	Rs.2,82,265/-

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

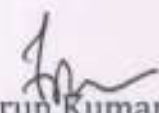
	terms of the buyer's agreement as per statement of account dated 21.06.2019 at page 54 of complaint	
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Arguments heard.

Order reserved.

Both the counsels to submit written submissions alongwith citations mentioned during proceedings, within a period of 15 days with an advance copy to each other.

Matter to come up on 26.3.2024 for pronouncement of orders.


Ashok Sangwan
Member
Vijay Kumar Goyal
Member
Arun Kumar
Chairman
09.01.2024