

PROCEEDINGS OF THE DAY		20
Day and Date	Wednesday and 27.09.2023	
Complaint No.	CR/5877/2022 Case titled as Renu Gupta Vinit Gupta and Sunil Gupta Vs Essel Housing Projects Private Limited & PNB Housing Finance Limited	
Complainant	Renu Gupta Vinit Gupta and Sunil Gupta	
Represented through	Shri Garvit Gupta Advocate	
Respondent	Essel Housing Projects Private Limited & PNB Housing Finance Limited	
Respondent Represented	Shri S.K. Goyal Advocate for R1	
Last date of hearing	13.09.2023	
Proceeding Recorded by	Naresh Kumari	
Proceedings		
The present complaint has been received on 29.08.2022 and the reply on behalf of the respondent no. 2 was received on 24.03.2023 and the reply on behalf of respondent no. 1 was received on 31.03.2023.		
Succinct facts of the case as submitted in the complaint and reply are as under:		
S. N.	Particulars	Details
1.	Name of the project	"Platinum Towers" Sector 28, Gurugram, Haryana
2.	Nature of the project	Group housing project
3.	RERA Registered/ registered	not 272/2018/04 dated 16.05.2018 valid upto 31.12.2023
4.	Allotment letter	27.11.2018 (Page 38 of the complaint)

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New PWD Rest House, Civil Lines, Gurugram, Haryana जथा पी डब्ल्यू डी विश्राम गृह सिविल लाईंस गुरुग्राम, हरियाणा

5	Tripartite agreement	21.12.2018 (Page 84 of the complaint)
6.	Unit no.	1002 tower no. platinum F (Page 53 of the complaint)
7.	Super area	2777 sq. ft. (Page 53 of the complaint)
8	Date of flat buyer's agreement	07.12.2018 (As per page no. 50 of the complaint)
9	Possession clause (7.1)	On or before December 2021
10.	Due date of possession	December 2021
11.	Total sale consideration	Rs. 58,26,3,300/- (As per page 53 of the BBA)
12.	Amount paid by the complainant	Rs. 4,94,10,457/- (As alleged by the complainant)
13	Occupation certificate	04.01.2023 (Page 25 of the reply)
14.	Offer of possession and payment of final instalment and other charges	04.03.2023

The counsel for the complainant states that the complainant is seeking DPC, possession and payment of pre-EMI by the respondent. So far as the pre-EMI is concerned, the counsel for the complainant states that the respondent kept paying pre-EMI three months after the due date as mentioned in the tripartite

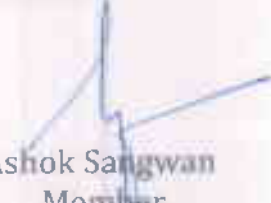
agreement with the bank dated 21.12.2018. Therefore, by admission, the builder was liable to keep paying pre-EMI till the offer of possession. He further states that demand of Rs.10 Lakhs made with the offer of possession dated 04.03.2023 is contrary to clause 9.2 of the BBA dated 07.12.2018, as no interest could have been charged due to the delay in handing over of possession.

The counsel for the respondent states that admittedly there is a delay of 15 months for offer of possession. However, the delay was purely on account of force majeure circumstances beyond the control of the respondent for which he submits orders of the Hon'ble Supreme Court of India and other authorities as well as order of this authority pertaining to such delays. So far as the pre-EMI is concerned, the three pre-EMIs paid by the respondent post the date mentioned in the tripartite agreement was a gesture of good will and cannot be held against the respondent as both the parties are bound by the tripartite agreement.

Arguments heard.

Order reserved.

Matter to come up on **15.11.2023** for pronouncement of order.


Ashok Sangwan
Member
27.09.2023