

PROCEEDINGS OF THE DAY		62
Day and Date	Wednesday and 20.09.2023	
Complaint No.	CR/1012/2022 Case titled as Sanil Sanam and Kamna Sanam Vs VATIKA LIMITED	
Complainant	Sanil Sanam and Kamna Sanam	
Represented through	Shri Kanish Bangia Advocate	
Respondent	VATIKA LIMITED	
Respondent Represented	Shri Dhruv Dutt Sharma Advocate	
Last date of hearing	02.08.2023	
Proceeding Recorded by	Naresh Kumari	
Proceedings		
The present complaint has been filed on 11.03.2022 and the reply was received on 09.08.2022.		
Succinct facts of the case as per complaint and reply are as under:		
Sr. No.	Particulars	Details
	Name of the project	Xpressions by Vatika
	Rera Registered	Registered
	DTCP License No.	94 of 2013 dated 31 st October 2013 11 of 2015 dated 01.10.2015
1.	Unit no.	Plot No. HSG-028-Sector-88B, Plot No. 19, ST. H-24, Top Level. (Page no. 28 of complaint)



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

2.	Unit admeasuring	1350 sq. ft. (BBA on page no. 28 of complaint)
3.	Date of execution of flat buyer agreement between original allottee and the respondent	21.06.2016 (On page no. 26 of complaint)
4.	Possession clause	13. The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said residential floor within a period of 48 months from date of execution of this BBA unless there shall be delay or there shall be failure due to reasons mentioned in other clauses herein or due to failure of allottees to pay in time the price of the said residential floor along with all the other charges and dues in accordance with the schedule of payments given in annexure-I or as per the demands raised by developer from time to time or any failure on part of the allottees to abide by any terms or conditions of the agreement.
5.	Due date of offer of possession	21.06.2020 (Calculated from the date of agreement)
6.	Total sale consideration	Rs. 81,64,153

		(As per page no. 92 of reply)
7.	Total amount paid by the complainant	Rs. 31,35,567/- (As per page no. 93 of reply)
8.	Occupation Certificate	Not obtained
9.	Offer of possession	Not offered

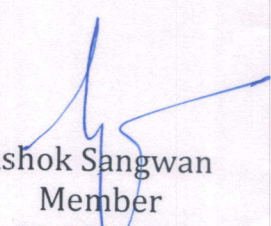
Arguments heard.

The case is squarely made out for the relief of refund under section 18 (1) read with section 19 (4) of the Act 2016 on account of failure of respondent to hand over possession of the unit allotted within the time framed specified in the BBA dated 21.06.2016.

The counsel for the respondent states that the OC for the unit of the complainant has now been received on 12.06.2023 which may be taken on record. The due date for handing over of possession may include six months period in lieu of Covid-19 period.

In view of the above, the respondent is directed to refund the amount deposited by the complainant alongwith prescribed rate of interest i.e. 10.75 % per annum from the date of each deposit till its realization.

Detailed order will follow. Matter stands disposed off. File be consigned to the registry.


Ashok Sangwan
Member
20.09.2023