

PROCEEDINGS OF THE DAY		13
Day and Date	Wednesday and 19.03.2025	
Complaint No.	MA NO. 175/2025 in CR/1134/2024 Case titled as Anil Sachdeva VS Vatika Limited	
Complainant	Anil Sachdeva	
Represented through	Shri Harshit Goyal Advocate	
Respondent	Vatika Limited	
Respondent Represented	Ms. Ankur Berry Advocate	
Last date of hearing	Appl. u/s 36 of the Act	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed by the complainant on 18.04.2024 and reply on behalf of the respondent was received on 24.07.2024. Further, a rejoinder dated 09.10.2024 has also been filed by the complainant.

Meanwhile an application under Section 36 of the Act of 2016 has been filed by the complainant, who is a senior citizen aged 72 years on 28.02.2025 seeking directions to refrain the respondent from creating third party rights and maintain status quo with respect to the booked unit no. E-007. The complainant is an allottee of the project namely "INXT City Center" situated at Sector 83, Gurugram proposed to be developed by the respondent. The complainant was allotted unit no. E-007, tower E, admeasuring 1395 sq. ft in the of the respondent. The builder buyer agreement was duly executed between the parties on 17.01.2017.

Further, the respondent company representatives are constantly threatening the complainant by making telephonic calls that unlawful cancellation letter will be issued with respect to the booked unit for purpose of higher financial gain from sale of said unit to some prospective buyer. Irreparable loss and damage shall be caused to the complainant in case respondent company is not restrained from creation of third-party rights and maintain status quo in



HARERA
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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

respect of booked units. The complainant has already paid sale consideration of Rs 90,54,007/- out of agreed total sale consideration of Rs 1,02,22,297/- as per agreed payment plan mentioned in the agreement dated 17.01.2017. As per agreed payment plan, 70% of the sale consideration was payable by complainant on issuance of offer of possession by respondent. However, the respondent has failed to obtain occupation certificate and issue offer of possession in respect of booked unit in favor of complainant till date.

Also, the unit allotted to the complainant is independent and lockable unit bounded by permanent RCC walls on all 4 sides with entry and exit points. It is not a virtual space forming part of any larger commercial space. The agreed layout plan of the unit is mentioned on page no 23 of the agreement dated 17.01.2017 duly signed by both the parties. The allotted unit is earmarked for bank usage and said layout plan also shows compactor area with strong base for locker room of Bank Branch.

The unit was booked by complainant for purpose of self-use for purpose of doing personal business activities. It is specifically mentioned and endorsed on page no 15 of builder buyer agreement that clause 12 of the builder buyer agreement dated 17.01.2017 in respect of assured return and leasing arrangement is not applicable in this case.

The counsel for the respondent states at bar that she has not received the copy of application under section 36 of the Act till date. The counsel for the complainant is directed to hand over the copy of application u/s 36 of the Act today itself.

Matter to come up on 02.04.2025 the date already fixed in this case for further proceedings. Meanwhile the respondent is directed to maintain status quo till the next date of hearing.

Ashok Sangwan
Member
19.03.2025