



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

New PWD Rest House, Civil Lines, Gurugram, Haryana

16

PROCEEDINGS OF THE DAY

Day and Date	Thursday and 04.01.2024
Complaint No.	CR/1714/2022 Case titled as Ajay Dhingra VS Vatika Limited
Complainant	Ajay Dhingra
Represented through	Shri Abhijeet Gupta Advocate
Respondent	Vatika Limited
Respondent Represented	Shri Pankaj Chandola Advocate
Last date of hearing	17.10.2023
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 18.04.2022 and the reply was received on 08.06.2023.

Succinct facts of the case are as under:

S.no.	Particulars	Details
1.	Name of the project	Vatika Inxt City Center at Sector 83, Gurugram, Haryana
2.	Date of builder buyer agreement	15.07.2010 (page 19 of complaint)
3.	Unit no.	1805A, 18 th floor, tower A admeasuring 500 sq.ft. (page 22 of complaint)
4.	New unit	510, 5 th floor, block C (page 39 of complaint)
5.	Subsequent allottee	31.10.2014 (page 40 of complaint)



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6	Completion clause	2. The developer will complete the construction of the said complex within three (3) years from the date of execution of this agreement. Further, the allottee has paid full sale consideration of on signing of this agreement, the developer further undertakes to make payment of Rs. Refer Annexure-A per sq. ft. of super area per month by way of committed return for the period of construction, which the allottee duly accepts....(Emphasis supplied)
7.	Provision regarding assured return	Annexure A Addendum to the agreement dated 15.07.2010 The unit has been allotted to you with an assured monthly return of Rs. 65/- per sq.ft. However, during the course of construction till such time the building in which your unit is situated is ready for possession you will be paid an additional return of Rs. 6.50/- per sq.ft. Therefore, your return payable to you shall be as follows: This addendum forms an integral part of builder buyer Agreement dated 13.08.2010 A. Till Completion of the building: Rs. 71.50/- per sq.ft. B. After Completion of the building: Rs. 65/- per sq.ft. You would be paid an assured return w.e.f. 15.07.2010 on a monthly basis before the 15th of each calendar month. The obligation of the developer shall be to lease the premises of which your flat is part @Rs. 65/- per sq.ft. In the eventuality the



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CR11714F2022

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		<i>achieved return being higher or lower than Rs. 65/- per sq.ft.</i> <i>1. If the rental is less than Rs. 65/- per sq.ft. than you shall be returned @Rs. 120/- per sq.ft. for every Rs. 1/- by which achieved rental is less than Rs. 65/- per sq.ft.</i> <i>2. If the achieved rental is higher than Rs. 65/- per sq.ft. than 50% of the increased rental shall accrue to you free of any additional sale consideration. However, you will be requested to pay additional sale consideration @Rs. 120/- per sq.ft. for every rupee of additional rental achieved in the case of balance 50% of increased rentals</i>
8.	Completion date	15.07.2013 (as per buyers agreement three years from the execution of the agreement)
9.	Total sale consideration	Rs. 27,50,000/- as per clause 1 of the agreement (page 22 of complaint)
10.	Paid up amount	Rs. 27,50,000/- as per clause 2 of the agreement (page 22 of complaint)
11	Assured return paid by the respondent	Rs.34,48,000/- (till 01.10.2018 as alleged by the respondent page 28 of reply) *To be clarified
12	Offer of possession	Not offered
13	Occupation certificate	Not obtained

The counsel for the respondent states that the complainant under para No.5 relief sought has demanded handing over of possession, delayed possession charges as well as assured return while as per BBA/MoU, the respondent is



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not to hand over the possession as the unit are to be leased out as a singular floor plate and lease rent is to be paid as per MoU. Further, the occupation certificate of the unit has been applied but not yet granted by the DTCP due to issues pertaining to DHBVN and conveyance deed can be executed only after receipt of occupation certificate.

The counsel for the complainant states that complainant may be awarded the assured return as per MoU or DPC whichever is higher and lease rent is to be paid as per agreed terms of BBA/MoU after obtaining occupation certificate and leasing of the premises. The counsel for the complainant requests for filing written submissions alongwith receipt of notice on account of unjustified and undue maintenance charges which are totally unjustified, within 2 weeks after supplying a copy to the counsel of the respondent who may also file the response to the same in next one week.

Arguments heard.

Order reserved.

Matter to come up on **28.03.2024** for pronouncement of order.


Sanjeev Kumar Arora
Member


Vijay Kumar Goyal
Member


Arun Kumar
Chairman
04.01.2024