



**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

**PROCEEDINGS OF THE DAY**

**115**

|                        |                                                                                |
|------------------------|--------------------------------------------------------------------------------|
| Day and Date           | Friday and 02.08.2024                                                          |
| Complaint No.          | CR/1794/2022 Case titled as Manoj Kumar Dahiya and Alka Devi VS Vatika Limited |
| Complainant            | Manoj Kumar Dahiya and Alka Devi                                               |
| Represented through    | Shri Yogesh Goel Advocate                                                      |
| Respondent             | Vatika Limited                                                                 |
| Respondent Represented | Shri Dhruv Dutt Sharma Advocate                                                |
| Last date of hearing   | 19.7.2024                                                                      |
| Proceeding Recorded by | Naresh Kumari and HR Mehta                                                     |

**Proceedings**

The present complaints have been received on 11.05.2022 and the reply on behalf of respondent was received on 08.09.2022.

Succinct facts of the case as per complaint and annexures are as under:

| S.N. | Particulars                     | Details                                                                                                                              |
|------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| 1.   | Name of the project             | Vatika India Next-Gurgaon at sector 82, Vatika India Next                                                                            |
| 2.   | Date of builder buyer agreement | 28.04.2011 (Page 36 of complaint)                                                                                                    |
| 3.   | Plot no.                        | 16, first floor, third street block E admeasuring 1094.21 sq. ft. (Page 39 of complaint)                                             |
|      | New Plot no.                    | 17, ST.J-1.3, level 2 Admeasuring 1305 sq. ft. (page 116 of complaint)                                                               |
| 4.   | Possession clause               | <b>10.1 Schedule for possession of the said unit</b><br>The company based on its present plans and estimates and subject to all just |



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*CRIT-11/2022*

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

|     |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                       | exceptions, contemplates to <b>complete construction of the said unit within a period of three years from the date of execution of this agreement.</b> However, in case of the company is not able to adhere to the said time frame, it shall be entitled to reasonable extension of time for completing the construction, unless there shall be delay or there shall be failure due to reasons mentioned in clause (12.1),(12.2),(12.3) and clause (38) or due to failure of applicant(s) to pay in time the price of the said unit along with all other charges and dues in accordance with the schedule of payments given herein in annexure iii or as per the demands raised by the company from time to time or any failure on the part of the applicant(s) to abide by any of the terms or conditions of this agreement. <b>(Emphasis supplied)</b> |
| 5.  | Due date of possession                | 28.04.2014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 6.  | Total sale consideration              | Rs. 37,29,545/- as per statement of account dated 23.08.2017<br>(annexure P5, page 94 of complaint)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 7.  | Total amount paid by the complainants | Rs. 13,15,340/- as per statement of account dated 23.08.2017<br>(annexure P5, page 94 of complaint)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8.  | Notice for termination                | 31.07.2021<br>(page 119 of complaint) <b>Due to GAIL pipeline and unavoidable reasons like non- acquisition of sector road by HUDA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 9.  | Offer of possession                   | Not offered                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 10. | Completion certificate                | Not obtained                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

The counsel for the complainant is seeking DPC and possession of the unit whereas the counsel for the respondent stated that they have already



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*CRJ 194/2022*

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

cancelled the unit on 31.07.2021 as per page 119 of the complaint in which it has been mentioned that owing to initiation of GAIL corridor which passes to the project, the layout of the project had to be realigned hence, the company is not in a position to give the unit as per the agreement and further stated that they are ready to refund the amount alongwith interest at the rate of 6% per annum. Further submitted that on 11.05.2017 the respondent had sent a mail which is at page 132 in which an alternate unit was offered to the complainant allottee to which the complainant replied on 11.05.2017 that the alternate unit offered is not within their budget and is not approachable.

The counsel for the complainant stated that post above said mail on 23.08.2017, an addendum was signed between the complainant and respondent as per which an alternate unit had been allotted to the complainant. Further stated that no demand was ever made for the alternate unit and all of a sudden, a notice of cancellation of the alternate unit was sent on 31.07.2021.

The counsel for the respondent states that the complainant had already attached the price of alternate unit which is at page 114 of the complaint.

Arguments heard.

Order reserved.

Matter to come up on 09.08.2024 for pronouncement of order.

*Sanjeev Kumar Arora*

Member

02.08.2024