

PROCEEDINGS OF THE DAY		32
Day and Date	Friday and 03.05.2024	
Complaint No.	CR/191/2023 Case titled as Neha Batto VS Vatika Limited & Piramal Capital and Housing Finance Limited	
Complainant	Neha Batto	
Represented through	Shri Sanjay Gaba Advocate	
Respondent	Vatika Limited & Piramal Capital and Housing Finance Limited	
Respondent Represented through	Ms. Shikha proxy counsel for R1 Shri Suresh K. Jajoria Adv. for R2	
Last date of hearing	09.02.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings The present complaint was filed on 31.01.2023 and the reply on behalf of respondent no. 1 was filed on 25.10.2023 and no reply of behalf of respondent no. 2 was received till now.		
S. N.	Particulars	Details
1.	Name and location of the project	"Turning Point, Sector 88 B, village Harsaru, Gurugram, Haryana
2.	Nature of the project	Group housing
3.	Project area	18.80 acres
4.	DTCP license no.	91 of 2013 dated 26.10.2013 valid upto 25.10.2017
5.	Name of licensee	M/s Vaibhav warehousing Pvt. Ltd & 9 others.
6.	RERA Registered/ not	Registered vide no. 213 of 2017 dated



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/19/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

	registered	15.09.2017 area admeasuring 93588 sqm. Valid upto 15.03.2023
7.	Date of agreement to sell	18.06.2019 (Page no. 19 of complaint)
8.	Date of tripartite agreement	19.06.2019 (page no. 52 of complaint)
9.	Date of allotment Letter	21.06.2019 (page no. 35 of reply)
10.	Unit no.	805, 8 th floor, Tower-West End -I (page no. 35 of reply)
11.	Unit area admeasuring	1460 sq. ft. (page no. 35 of reply)
12.	Possession clause	<i>7. Possession of the apartment</i> 7.1 Schedule for possession of the said apartment, the promoter agrees and understands that timely delivery of possession of the Apartment along with parking to the Allottee(s) and the common areas to the association of Allottee's or the competent authority, as the case may be, as provided under Rule2(1)(f) of Rules, 2017, is the essence of the Agreement.
13.	Due date of possession	Cannot be ascertained as possession clause is irrelevant
14.	Total sale consideration	Rs. 83,48,280/- as per SOA dated 20.02.2023
	Basic sales price	Rs. 81,29,280/- as per SOA dated 20.02.2023
15.	Amount paid by the complainant	Rs. 37,63,629/- as per SOA dated 20.02.2023 Rs. 42,32,534/-



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New PWD Rest House, Civil Lines, Gurugram, Haryana

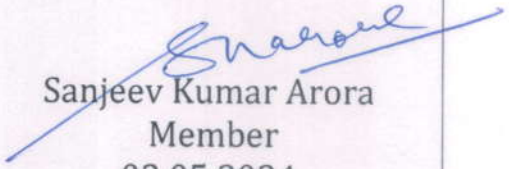
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		(As alleged by complainant)
16.	Occupation certificate	No,t obtained
17.	Offer of possession	Not offered

The counsel for the complainant states that although the reply has not been filed by R2 still they are comfortable to proceed ahead. Further states that there is no progress in the project and hence the complainant is seeking refund of the deposited amount.

The counsel for R1 states that they have already moved an application for deregistration of the project. In the light of these facts, the authority hereby allowed full refund to the complainant alongwith interest at the prescribed rate i.e. 10.85 % per annum from the date of each deposit till its realization.

Detailed order will follow. Matter stands disposed off.


Sanjeev Kumar Arora
Member
03.05.2024