

<b>PROCEEDINGS OF THE DAY</b>		<b>49</b>
Day and Date	Thursday and 08.02.2024	
Complaint No.	CR/2296/2023 Case titled as Partho Banerjee and Shukla Banerjee VS Vatika Limited	
Complainant	Partho Banerjee and Shukla Banerjee	
Represented through	Ms. Surbhi Garg Advocate	
Respondent	Vatika Limited	
Respondent Represented	Shri Venket Rao and Pankaj Chandola Advocates	
Last date of hearing	09.11.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
<b>Proceedings</b>		
The present complaint has been received on 09.06.2023 and the reply on behalf of respondent was received on 09.11.2023		
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", Sector 85, Gurugram
2.	Type of project	Independent floors
3.	Plot no.	09, 2 <sup>nd</sup> street, 2 <sup>nd</sup> floor, block admeasuring 1032 sq. ft. (as per BBA page 58 of complaint)
	Re allotted new plot vide addendum dated 24.07.2012	25, 2 <sup>nd</sup> floor, St.82 E-9 admeasuring 1133.52 sq. ft. (page 107 of complaint)



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

*CR 2296/2023*

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

	Re allotted new plot vide addendum dated 22.12.2015	2 <sup>nd</sup> floor, 2, 1-4 admeasuring 1135 sq. ft. (page 145 of complaint)
4.	Date of execution of buyer's agreement	06.04.2010 (page 55 of complaint)
5.	Possession clause	<i>10.1 Schedule for possession of the said independent dwelling unit.</i> <i>That the Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/ said independent dwelling unit within a period of three years from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in Clauses (11.1), (11.2), (11.3) and Clause (38) or due to failure of Allottee(s) to pay in time the price of the said independent dwelling unit along with all other charges and dues in accordance with the schedule of payments given in Annexure III or as per the demands raised by the Company from time to time or any failure on the part of the Allottee(s) to abide by any of the terms or conditions of this Agreement. However, it is agreed that in the event of any time overrunning completion of construction of the said building/said dwelling unit, the company shall be entitled to reasonable extension of time for completing the same.</i>
6.	Due date of possession	06.04.2013 (calculated from the date of execution of buyer's agreement)
7.	Total sale consideration	Rs.30,81,283/- (as per BBA page 58 of complaint) To be ascertained
8.	Paid up amount	Rs.38,97,689/- (as alleged by the complainant page



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/2298/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		26 of complaint)
9.	Offer of possession	03.10.2017 (page 34 of reply)
10.	Possession letter	13.12.2017 (page 151 of complaint)
11.	Occupation certificate/completion certificate	Not received

The complainant has sought following relief(s):

1. Direct the Respondent to obtain Occupation Certificate for the unit/project in question and issue fresh offer of possession letter to the Complainants;
2. Direct the Respondent to pay delayed possession charges to the Complainants on the principal amount paid by the Complainants at the prescribed rate of interest, from the due date of possession till the date of actual handing over after receipt of valid Occupation Certificate;
3. Direct the Respondent to Register the Conveyance deed and transfer title in favor of the Complainants upon receipt of Occupation Certificate, in accordance with section 17 of RERA, 2016;
4. Direct the Respondent to refund an amount of Rs.2,40,000/- charged by the Respondent from the complainants on account PLC Charges;
5. Impose a penalty upon the Respondent to the extent of up to 5% of the total cost of the project for violation of Section 11(4)(b) of RERA, 2016;
6. Direct the Respondent to get the portion of the project for which OC has not been obtained to be registered with the Hon'ble Authority;
7. Direct the Respondent to refund the amount of Rs. 56,676/- collected from the Complainants on account of IFMS Charges;
8. Direct the Respondent to waive all due monthly maintenance charges charged to the Complainant, which is only applicable after handing over the Occupation certificate to the Complainant.

The counsel for the complainant is directed to amend memo of parties in the CRA form with correct title .



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New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विभाग गुरु, सिविल लाईन, गुरुग्राम, हरियाणा


The counsel for the respondent states that the complainant has taken over the possession of the unit on 13.12.2017.

The counsel for the complainant states that the respondent has not obtained OC from the competent authority and further referred the order passed by this authority CR/1912/2022 and CR/4588/2022.

Arguments heard.

Both the parties may submit written submissions within a period of 15 days with an advance copy to each other.

Detailed order will follow. Matter stands disposed off.

  
Vijay Kumar Goyal  
Member  
08.02.2024