

PROCEEDINGS OF THE DAY		2
Day and Date	Thursday and 15.05.2025	
Complaint No.	CR/2337/2023 Case titled as Sushila Devi VS Vatika Limited	
Complainant	Sushila Devi	
Represented through	Shri Rishabh Gupta Advocate	
Respondent	Vatika Limited	
Respondent Represented	Shri Venket Rao Advocate	
Last date of hearing	27.03.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint was filed on 31.05.2023 and reply was received on 23.10.2023.		
Succent facts of the case as per complaint and annexures are as under:		
Sr. No.	Particulars	Details
1.	Name of the project	Vatika India Next, Sector 82A, Gurugram
2.	Nature of project	Residential plotted colony
3.	DTCP license	113 of 2008 dated 01.06.2008 valid upto 31.05.2018
4.	Unit no.	D/240/456 (page no. 26 of complaint)
	Re-allotment of unit (as per addendum agreement)	Plot no.-14/J-10/83J/240 (page no. 33 of reply)
5.	Unit admeasuring	240 sq. yards (super area)
6.	Date of execution of builder buyer agreement	22.01.2010 (page 22 of complaint)



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**HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/2337/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

7.	Endorsement in favor of complainant	19.05.2011 (as submitted by respondent in its reply at page no. 4 para 8 of reply) (page 45 of complaint)
8.	Possession clause	10. Possession <i>"That the promoter based on its present plans and estimates and subject to all just exceptions contemplates to complete the development of the said township or the sector /part thereof where the said plot is proposed to be located within a period of three years from the date of execution of this agreement unless there is a delay or there is failure due to the reason beyond the control of the respondent".</i>
9.	Due date of delivery of possession	22.01.2013 (calculated from the date of execution of buyer's agreement)
10.	Addendum to the plot builder buyer agreement (for change in unit no.)	21.10.2013 (page no. 32 of reply)
11.	Total sale price	Rs.41,06,160/- (as per BBA page 27 of complaint)
12.	Total amount paid by the complainant	Rs.38,66,652/- (as alleged by complainant at page no. 05 of complaint and confirmed by both the parties during the proceedings)
13.	Completion certificate	Not obtained
14.	Offer of possession	Not offered as the unit is not available.
15.	Request Letter by allottee (to handover possession of allotted unit)	11.01.2018 & 31.10.2018 (page no. 52 & 53 of complaint)

The counsel for the complainant states that the complaint is seeking possession of the allotted plot admeasuring 240 sq. yds. and delay possession charges from the due date of possession i.e., 22.01.2013 (i.e., 3 years from the date of buyer's agreement dated 22.01.2010).



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The counsel for the respondent states that allotted unit is not available and hence the respondent is willing to make refund of the amount deposited along with interest. Further, the counsel for both the parties confirmed that unit is endorsed in favour of the complainant on 19.05.2011 (no date mentioned in the endorsement) and the amount paid by the complainant against the above unit is Rs.38,66,652/-.

The counsel for the complainant states that the complainant is not interested in refund and is seeking DPC till either the original unit or the alternate unit at the same price, same size and similar situated is offered.

Arguments heard.

In view of the above, the respondent is directed to offer an alternative unit at similar location to the complainant, of same size, at the same rate and specification at which the unit was earlier purchased within a period of 90 days from the date of this order. The respondent is further directed to pay interest on account of delay possession charges to the complainant against the paid-up amount at the prescribed rate i.e., 11.10% per annum for every month of delay from the due date of possession (i.e., 22.01.2013) till offer of possession after obtaining of CC from the competent authority plus two months or till actual handover, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of Rules, 2017.

Detailed order will follow. Matter stands disposed off.


Vijay Kumar Goyal
Member
15.05.2025