

New PWD Rest House, Civil Lines, Gurugram, Haryana

PROCEEDINGS OF THE DAY

13

Day and Date

Wednesday and 28.05.2025

Complaint No.

CR/2403/2023 Case titled as Rajiv Kumar Rana VS Vatika Limited

Complainant

Rajiv Kumar Rana

Represented through

Shri Rahul Thareja Advocate

Respondent

Vatika Limited

Respondent Represented

Shri Shivaditya Mukherjee Advocate

Last date of hearing

19.05.2025

Proceeding Recorded by

Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 01.06.2023 and a reply on behalf of the respondent was received on 15.02.2024.

Succinct facts of the case are as follows:

Sr. No.	Particulars	Details
1.	Name and location of the project	"Vatika Express City" by Vatika India Next at Sector 88 - A&B, Gurugram.
2.	Project area	100.875 Acres
3.	Nature of Project	Plotted Colony
4.	DTCP license no. and validity status	94 of 2013 dated 31.10.2013 Valid upto 31.10.2019
5.	Name of Licensee	C/o M/s Vatika Ltd.
6.	Rera registered/ not registered and validity status	Registered (for Vatika Express City "Expression for Phase-1", area admeasuring 38640.48 sq. mtrs.) Vide registration no. 271 of 2017 dated 09.10.2017 valid upto 08.10.2022
7.	Unit No.	Plot no. 20, Street no. H-32, Sector-88B. (As per page no.24 of complaint)



HARERA
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HARYANA REAL ESTATE REGULATORY AUTHORITY
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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम
CR/2403/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

8.	Unit area admeasuring	1350 sq. ft. (super area) (As per page no.24 of complaint)
9.	Allotment letter	05.02.2016 (As per page no.63 of complaint)
10.	Date of buyer agreement	22.06.2016 (As per page no.22 of complaint)
11.	Possession clause	13. Schedule for possession of the said residential plot. <i>"The developer based on its present plans and estimates and subject to all just exceptions, force majeure and delays due to reasons beyond the control of the company contemplates to complete development of the said residential plot within a period of 48 months from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in other clauses..."</i> [Emphasis supplied] (As per page no.32 of complaint)
12.	Due date of possession	22.12.2020 (Calculated to be 48 months from the date of execution of buyer's agreement along with grace period of 6 months in lieu of Covid-19)
13.	Total Sale Consideration	Rs. 89,53,903/- (As per SOA dated 05.12.2022 at page no.17 of complaint)
14.	Amount paid by complainant	Rs.52,29,168.32/- (As per SOA dated 05.12.2022 at page no.17 of complaint)
15.	Occupation/Completion Certificate	10.05.2023
16.	Intimation of possession	17.01.2023 (As per page no.59 of complaint)

The complainant herein is seeking the following relief(s):

1. Direct the respondent to pay interest @ 10.75% per annum on the amount already paid by the complainant, i.e., Rs.52,29,168/- from due date of possession i.e., 22.06.2020 till handing over of possession of the flat.



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2. Direct the respondent that after payment of the above amount of interest, the possession should be handed over to the complainant within stipulated time period.
3. Direct the respondent to pay litigation expenses of Rs.1,00,000/-

The counsel for the respondent wishes to place on record occupation certificate dated 10.05.2023 pertaining to the plot/apartment of the complainant.

The counsel for the complainant states that the same has been issued by the Architect of the respondent and needs to be examined.

Parties may file written submissions with a period of 15 days with an advance copy to each other.

Order reserved.

Matter to come up on **09.07.2025** for pronouncement of order.

Ashok Sangwan
Member
28.05.2025