



PROCEEDINGS OF THE DAY		34
Day and Date	Wednesday and 26.03.2025	
Complaint No.	CR/247/2024 Case titled as Centaurus Consulting Thru Anurag Sharma Partner VS Vatika One On One Private Limited & Vatika Limited	
Complainant	Centaurus Consulting Thru Anurag Sharma Partner	
Represented through	Shri Anurag Sharma AR	
Respondent	Vatika One On One Private Limited & Vatika Limited	
Respondent Represented through	Shri Mayank Grover Advocate	
Last date of hearing	15.01.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint was filed on 25.01.2024 and reply on behalf of both the respondents was received on 24.04.2024.		
Succinct facts of the case as per complaint and annexures are as under:		
S.no.	Particulars	Details
1.	Name of the project	“Vatika One on One”, Sector 16, Gurugram
2.	Allotment letter	12.09.2016 (page of complaint)
3.	Date of builder buyer agreement	26.09.2016 (page 25 of complaint)
4.	Unit no.	449, 4 th floor, block 3 admeasuring 500 sq.ft. (page 28 of complaint)



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/247/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

5.	Provision regarding assured return	Clause 15. Assured Return in full down payment cases "The Developer may, where the Buyer has 70% of the total sale consideration and other charges for the Commercial unit, upon signing of this Agreement pay Rs. 130/- per sq.ft. super area per month by way of assured return to the Buyer, of certain category(ies) of commercial unit as per its policy, from the date of execution of this agreement till the construction of the said commercial unit is complete. Such policy of the Developer may change from time to time where the Developer may withdraw the assured return scheme."
6.	Due date of possession	26.03.2021 (26.09.2020 plus grace period of 6 months in lieu of Covid-19) Clause 17 of the BBA "The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/ said Commercial Unit within a period of 48 (Forty Eight) months from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in this agreement or due to failure of Buyer(s) to pay in time the price of the said Commercial Unit along with all other charges and dues in accordance with the Schedule of Payments."
8.	Basic sale consideration	Rs. 38,04,500/- (Page no. 29 of complaint)
9.	Paid up amount	Rs. 37,43,907/- (Page 57 of complaint)
10.	Offer of possession	Not offered

11.	E-mail regarding execution of lease deed.	Undated (Page no. 60 and 61 of complaint)
13.	Occupation certificate	06.09.2021 (page 48 of reply)

The complainant has sought the following relief(s):

1. Direct the respondent to make payment of accumulated assured return of Rs.22,88,000/- along with interest for delayed payments as per provisions of BBA and allotment letter.
2. Direct the respondent to make payment of accumulated committed return of Rs.16,44,500/- along with interest for delayed payments as per provisions of BBA and allotment letter.
3. Direct the respondent to refund Rs.18,62,000/- on account of achieved rent being less than that was assured as per provisions of BBA and allotment letter.
4. Direct the respondent to execute CD.
5. Direct the respondent to pay or transfer any amount received or receivable by respondent on behalf of complainant for said unit towards security, lease rent or otherwise without any hindrance or delay or deduction.

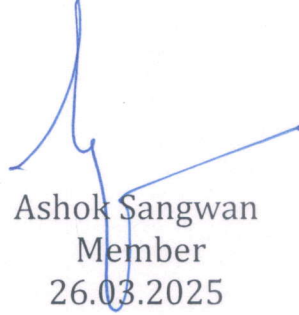
An application dated 12.08.2024 has been filed by respondent no. 1 for recalling of order dated 24.07.2024 for bringing on record the reply of respondent no.1 i.e., "Vatika One on One Pvt. Ltd." which has already been filed and submitted on 24.04.2024 before the registry. It is important to note that the said application dated 24.07.2024 has been filed by respondent no. 1, however it bears seal and stamp of respondent no. 2 i.e., "Vatika Limited." Thus, the said application stands **dismissed**.

Further, the Authority is of the view that a joint reply had already been filed on behalf of both the respondents on 24.04.2024, therefore, it had been inadvertently recorded in proceedings dated 24.07.2024 that *"No reply has been filed in the matter by respondent no.1 despite enough opportunities. In view of the above, defense of respondent no. 1 is struck off."*

Heard.

Order reserved.

Matter to come up on **21.05.2025** for pronouncement of order.



Ashok Sangwan
Member
26.03.2025