



PROCEEDINGS OF THE DAY		26
Day and Date	Thursday and 20.11.2025	
Complaint No.	CR/2914/2024 Case titled as Sunil Kumar Jain and Anupam Jain VS Vatika Limited	
Complainant	Sunil Kumar Jain and Anupam Jain	
Represented through	Shri Himanshu Gautam Advocate	
Respondent	Vatika Limited	
Respondent Represented	Shri Shivaditya Mukherjee Advocate	
Last date of hearing	18.09.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 28.06.2024 and registered as complaint No.2914 of 2024. And reply was received on behalf of respondent on 23.01.2025.

Shri Himanshu Gautam Advocate has appeared on behalf of the complainant and filed fresh power of attorney today during proceedings.

The counsel for the complainant states that on 27.03.2015, the complainant had earlier applied for booking of a commercial unit no.**P-91** for area **750 sq. ft.** in **Vatika Tower-C**, at Gofl Course Road, Gurugram and paid an amount of Rs.1,15,59,000/- (approx.) and the application form was acknowledged by the respondent on 17.08.2015. Further states that as per clause 3 of application form the respondent has assured to pay a) Assured monthly commitment of Rs.129.2/- per sq. ft. payable till completion of the project. b) Post completion of the project an amount equivalent to Rs.120/- per sq. ft. super area of the unit per month shall be paid as committed return from the date of completion of construction of the said unit, for upto 36 months or till the said unit is put on lease, whichever is earlier (page 44 of complaint). Upon this, the respondent has only paid assured returns to the complainants upto October, 2018, total amounting to Rs.40,86,180/- and suddenly thereafter, the respondent has stopped the paying the assured return.



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/25/4/2024

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

Further states the after several meetings with the respondent, the respondent has offered two alternative unit bearing no. = (i) **509B** admeasuring **500 sq. ft.** super area for a total value of **Rs.38,53,000/-** in Project "**Business Park**" and (ii) **611** admeasuring **1000 sq. ft.** super area for a total value of **Rs.77,06,000/-** in Project "**Business Park**" against the booking in "**Vatika Tower-C**" and entered into two separate fresh buyer's agreement on 11.10.2022 w.r.t newly offered units. Also entered into settlement agreement on 14.10.2022

On contrary to this, The counsel for the respondent states that already the complainants were given two units of 1500 sq. ft. (super area) in project "**Business Park**" i.e., double area as they earlier applied for 750 sq. ft. in "**Vatika Tower-C**" and as per clase 7 of settlement agreement dated 14.10.2022, the complainants themselves agreed the they arenot entitled for any amount of assured return and not to claim the same in future.

"The first party acknowledges and agrees that after enactment and enforcement of BUDS Act, the payment of assured return/ committed return under the regulated financial schemes has become banned and declared as an offence and all such schemes have been banned under the BUDS Act. The first party further acknowledges that in view of the enactment of BUDS Act, the first party shall not be entitled for any amount towards assured return and undertakes not to claim the same from the second party in future"

Further states that the also the complainant is seeking assured return for the unit, which is not in the name of the complainants and they have also releinquised their right for assured return by accepting the offer and entering into buyer's agreement w.r.t offered unit and hence, they cannot claim assured return at this stage. Further clarified that the complainant is getting lease rental for the units in "**Vatika Business Park**".

Matter to be heard before the **Double Bench** on **16.12.2025**.


P.S. Saini
Member
20.11.2025