

PROCEEDINGS OF THE DAY		4
Day and Date	Thursday and 17.11.2022	
Complaint No.	CR/4220/2022 Case titled as Dr. Suman Yadav and Dr. Harish Yadav Vs Vatika Limited	
Complainant	Dr. Suman Yadav and Dr. Harish Yadav	
Represented through	Shri Amit Chahal, Advocate	
Respondent	Vatika Limited	
Respondent Represented	Ms. Ankur Beri, Advocate	
Last date of hearing	20.9.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint has been filed on 01.07.2022 and the reply has been received by the respondent on 27.10.2022.		
Succinct facts of the case as per pleadings and annexures are as under:		
S. N.	Particulars	Details
1.	Name and location of the project	"Vatika INXT City Centre" at sector 82, Gurgaon, Haryana
2.	Nature of the project	Commercial complex
3.	Project area	10.718 acres
4.	DTCP license no.	122 of 2008 dated 14.06.2008 valid upto 13.06.2016
5.	RERA Registered/ not registered	Not registered
6.	Unit no.	315, 3 rd floor, tower A (page 20 of complaint)
7.	New unit no.	335, block C



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CRJ 423d/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

8.	Date of builder buyer agreement	25.10.2010 (annexure C3, page 22 of complaint)
9.	Due date of possession	25.10.2013
10.	Total sale consideration	Rs. 50,00,000/- [as per clause 1 of BBA, page 20 of complaint]
11.	Amount paid by the complainant	Rs. 50,00,000/- [as per clause 2 of BBA, page 20 of complaint] <i>*Complainants alleged that they paid additional amount of Rs. 28,00,000/- in cash, but there is no evidentiary proof placed on file.</i>
12.	Occupation certificate	Not obtained
13.	Offer of possession	Not offered
14.	Assured return amount paid by the respondent to the complainant	Rs. 61,90,849/- (annexure R2, page 31 of reply)

The complainants have sought following relief:

1. Direct the respondent to refund the amount paid by the complainants to the respondent along with interest calculated from 24th of November 2013 at the prescribed rate of interest till the payment of the same.
2. Direct the respondent to pay commitment charges of Rs. 71.50/- per sq.ft. from July 2018 till date alongwith interest at the rate of 12% per annum calculated from the date on which the amounts became due and payable to the complainants. In the alternative, if the unit in question has indeed been legally leased out by the respondent then the respondent may kindly be directed to pay the commitment charges, referred to above, till the date of the said lease, if any, and thereafter pay rent calculated in accordance with clause 32.2 of the buyer's agreement alongwith interest at the rate of 12% per annum calculated from the date on which the said amount became due and payable to the complainants. The aforesaid amount must be paid by

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Act No. 16 of 2016 Passed by the Parliament

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अंतर्गत गठित प्राधिकरण

भारत की संसद द्वारा पारित 2016 का अधिनियम संख्यांक 16



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

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New PWD Rest House, Civil Lines, Gurugram, Haryana

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the respondent to the complainant till the date of refund of the amount paid by the complainants.

3. Direct the respondent to pay the balance amount calculated @Rs. 6.50/- per sq.ft. from the months of March 2018 to July 2018 alongwith interest at the rate of 12% per annum calculated from the date on which the amounts became due and payable to the complainants.
4. The respondent may kindly be directed to pay an amount of Rs. 1,00,000/- as litigation expenses incurred by the complainants.

As per averments of both the parties, the respondent has paid assured return to the complainant. However, there is nothing on record to substantiate that how much amount is paid by it to the complainants and on what basis. Therefore, both the parties are directed to file relevant documents in this regard.

The counsel for the complainant states that as per clause 2 of the Builder Buyer Agreement dated 25.10.2010 (Annexure C1) provides that builder will complete construction of the said complex within 3 years from the date of execution of this agreement. Since the BBA has been executed on 25.10.2010 and hence, as per said clause of BBA, the respondent is required to hand over possession on or before 25.10.2013. But till date, neither the possession has been handed over nor any offer of possession has been made. The counsel for the complainant further states that as per said clause, the respondent is also required to pay assured return as per Annexure A, which however is not available and hence is placing reliance on a calculation sheet filed by the respondent with the reply as Annexure R2 which provides a commitment charge of Rs.65,000/- and further states that last payment has been made upto September 2018 only.

The counsel for the complainant further requests that the complainant allottee does not wish to continue with the project as there is already inordinate delay in offering the possession and neither the committed amount is being paid since June 2018 and hence is requesting for grant of refund of amount deposited i.e Rs.78 Lakhs alongwith interest.

The counsel for the respondent states at bar that the virtual space was allotted to the complainant and in lieu of the payment having received from the complainant, the respondent is required to pay @ Rs.71.50 per square feet per

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CR/220/2022

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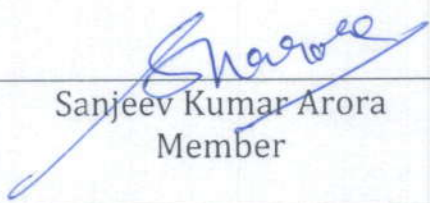
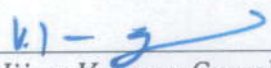
month till completion of the building and subsequent to the completion of the building the payment is to be made @ Rs.65/- per square feet per month. The leasing of the unit is not yet made by the promoter and the project is not yet completed and hence, the respondent is required to make a payment/rental @ Rs.71.50 per square yard per month. The counsel for the respondent states that payment of Rs.50 Lakhs only has been made which was the amount of total sale consideration as per para No.2 of the BBA and no cash payment, as alleged by the complainant, has been received by the respondent.

The complainant states that there is no receipt of amount paid in cash.

The counsel for the respondent requests that the amount paid as assured interest till 2018 be counted in the refundable amount with interest.

Both the counsels for the parties are directed to submit written submissions alongwith additional documents within 15 days with an advance copy to each other.

Matter to come up on **22.12.2022** for final arguments and pronouncement of order.

 Sanjeev Kumar Arora Member	 Ashok Sangwan Member	 Vijay Kumar Goyal Member 17.11.2022
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