

PROCEEDINGS OF THE DAY		26
Day and Date	Friday and 14.07.2023	
Complaint No.	CR/4569/2022 Case titled as Ajay Naryan Gupta Vs VATIKA LIMITED	
Complainant	Ajay Naryan Gupta	
Represented through	Shri Gaurav Rawat Advocate	
Respondent	VATIKA LIMITED	
Respondent Represented	Shri Dhruv Dutt Sharma Advocate	
Last date of hearing	13.01.2023	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
<p>The present complaint has been received on 22.06.2022 and the reply was received on 28.12.2022.</p> <p>The counsel for the complainant states that unit was booked on 01.04.2013 and as per BBA the due date of possession was 01.04.2016 and the complainant has paid a sum of Rs. 98,19,631/- against total sale consideration of Rs.1, 44,45,010/- and further stated that the respondent has cancelled the unit on 23.05.2022. Further stated that copy of the occupation certificate was never supplied to the complainant allottee by the respondent. Further stated that the respondent was unilaterally changing the unit of the complainant for which he never agreed to.</p> <p>The counsel for the respondent states that OC has already been received on 06.06.2017 and the complaint is not maintainable as OC was received prior to coming into existence RERA Act, 2016. Further stated that the statement of complainant regarding change of unit is denied. However, confirmed that an addendum was signed by the allottee on 28.08.2015 and that contains only change in address and numbering of the unit and location and direction of the unit remained same. Counsel for the respondent further states that offer of possession of the unit was made on 08.06.2018 (annexure R4) and after that the notice for termination of the unit was sent on 23.07.2021 and finally the unit was cancelled on 23.05.2022.</p>		



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/1529/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

The counsel for the complainant states that status of OC having received by the respondent is never brought to the notice of the complainant allottee whereas counsel for the respondent states that as per letter dated 23.07.2021 there was demand of Rs.1,13,94,785/- was raised from the allottee which he never paid and further states that as per para 25, page 7 of the complaint filed by the allottee, the allottee himself has accepted the termination of the unit and written as "complainant was no more interested in further investment in the project, the complainant accepted the termination of the unit and sent an acknowledgment mail in that regard on 16.09.2021" which is at page 58 of the complaint as per confirmation mail dated 16.09.2021 (page 58) complainant had agreed to adhere the cancellation process of deduction of 10% earnest money as per guiding statute.

Arguments heard.

Refund is allowed after deduction of 10% earnest money alongwith prescribed rate of interest i.e. 10.70% per annum from the date of acceptance of termination i.e. 16.09.2021 till its realization.

Matter stands disposed off. Detailed order will follow. File be consigned to the registry.

Sanjeev Kumar Arora
Sanjeev Kumar Arora
Member
14.07.2023