



PROCEEDINGS OF THE DAY

18

Day and Date

Thursday and 22.05.2025

Complaint No.

CR/4571/2023 Case titled as Ajay Shrivastava and Anita Shrivastava VS Vatika Limited & Lincoln Developers Pvt Ltd.

Complainant

Ajay Shrivastava and Anita Shrivastava

Represented through

Complainant No.2 in person with Shri Parmanand Yadav Advocate

Respondent

Vatika Limited & Lincoln Developers Pvt Ltd.

Respondent Represented

Shri Venket Rao Advocate for R1 and R2

Last date of hearing

06.03.2025

Proceeding Recorded by

Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on **26.10.2023** and registered as **complaint no. 4571 of 2023** and reply on behalf of respondent no.1&2 was received on 18.04.2024.

Succent facts of the case as per the complaint and annexures are as under: -

Sr. No.	Particulars	Details
1.	Name of the project	"Vatika City Point" Mehrauli - Gurgaon Road, Gurgaon.
2.	Project area	2.143 acres
3.	Nature of project	Commercial Complex
4.	DTCP license	Not provided
5.	License	Not provided
6.	RERA Registration	Un-registered

7.	Unit no.	905, 9 th Floor (page no. 21 of complaint)
8.	Unit admeasuring (super area)	2056.30sq. ft. (page no. 21 of complaint)
9.	Allotment Letter	05.09.2007 (page no. 21 of complaint)
10.	Date of execution of builder buyer agreement	Undated (not legible) (page 27 of complaint)
11.	Sale Consideration	Rs.2,01,48,925/- (page no. 29 of complaint)
12.	Amount Paid by allottee	Sale consideration entirely paid, as confirmed during the proceedings.
13.	Certificate of possession	07.09.2009 (page no. 61 of complaint)
14.	Demand on account of VAT	Rs.3,87,287/- (page 65-66 of complaint)
15.	Demand on account of HT Cable replacement	Rs.15,355/- (page 64 of complaint)

Collaboration Agreement dated 01.10.2007 between Vatika and Lincoln Developers (P) Limited.

The counsel for the complainant's requests this Authority, to direct the respondent to execute the conveyance deed in terms of buyer's agreement and as per the Section 17 of the Act, 2016.

Both the counsel confirms that entire sale consideration is paid by the complainants except the demands annexed with the complaint, which were challenged by the complainant and two separate criminal complaints were filled by the complainants against the respondent is still pending before Magistrate court and Sessions of court, Gurugram.

The counsel for the respondent states that there is some amount is still outstanding apart from sale consideration, which the complainants have to pay, and after receipt of such amount, the respondent will execute the conveyance deed with the complainants-allottees.

Arguments heard.

The counsel for the respondent to file the details of outstanding amount, if



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

any and the complainant is willing to make the payment of outstanding amount which is as per BBA.

Order reserved.

Detailed order will follow. Matter stands disposed off.


Vijay Kumar Goyal
Member
22.05.2025