

PROCEEDINGS OF THE DAY		18
Day and Date	Wednesday and 23.04.2025	
Complaint No.	CR/4932/2023 Case titled as Dharam Bir Sethi and Anita Sethi VS Vatika Limited	
Complainant	Dharam Bir Sethi and Anita Sethi	
Represented through	Ms. Shriya Takkar and Smriti Srivastava Advocates	
Respondent	Vatika Limited	
Respondent Represented	Ms. Ankur Berry Advocate	
Last date of hearing	05.02.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 30.10.2023 and reply on behalf of the respondent was received on 09.02.2024. Further, written submissions dated 20.06.2024 were also filed on behalf of the respondent and a rejoinder to the complaint was filed by the complainant on 15.10.2024.

Succinct facts of the case are as follows:

Sr. No.	Particulars	Details
1.	Name of the project	"Vatika India Next", Sector-83, Gurugram
2.	Type of colony	Commercial Space
3.	Registered/ not registered	Registered 36 of 2022 dated 16.05.2022 valid upto 31.03.2029
4.	License no. and validity	113 of 2008 dated 01.06.2008 valid upto 31.05.2018
5.	Finally reallocated unit no.	Unit no. 305, 3 rd floor, Block D admeasuring 500 sq. ft. (Page 20 of complaint)
6.	Old Unit no.'s	Unit no. 545, 5 th floor, Block B admeasuring 500 sq. ft. (Page 40 of complaint)
7.	Date of execution of buyer's agreement (Old Unit)	23.08.2012 (Page 18 of complaint)



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/4932/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

8.	Letter for re-allocation of unit	31.07.2013 Allotment of New Unit (unilaterally as contended by complainant in para 7 of his pleadings at page 11 of complaint) (Page 40 of complaint)
9.	Assured Returns clause	<u>Clause 12. Assured Return and Leasing Arrangement</u> "Since the Buyer has paid the full basic sale consideration for the said Commercial Unit upon signing of this Agreement and has also requested for putting the same on lease in combination with other adjoining units/spaces of other owners after the said Building is ready for occupation and use, the Developer has agreed to pay Rs. 65 (Rupees Sixty-five only) per sq. ft. super area of the said Commercial Unit per month by way of assured return to the Buyer from the date of execution of this agreement till the completion of construction of the said Building.....It is further agreed that: (i) The Developer will pay to the Buyer Rs. 65 (Rupees Sixty five) per sq. ft. super area of the said Commercial Unit as committed return for upto three years from the date of completion of construction of the said Building or till the said Commercial Unit is put on lease, which ever is earlier. After the said Commercial Unit is put on lease in the above manner, then payment of the aforesaid committed return will come to an end and the Buyer will start receiving lease rental in respect of the said Commercial Unit in accordance with the lease document as may be executed and as described hereinafter....." (Page 32 of complaint)
10.	Possession clause	<u>Clause 10 - Force Majeure</u> ".....Subject to the aforesaid and subject to timely payment by the buyer of sale price, stamp duty and other charges due and payable according to the payment plan applicable to him or as demanded by the developer, the Developer contemplates to complete construction of the said Commercial Unit within 48 months of execution of this Agreement." (Emphasis supplied)

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016
भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अर्तगत गठित प्राधिकरण



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		(BBA at page 31 of complaint)
11.	Due date of possession	23.08.2016 (Calculated to be 48 months from the date of execution of builder buyer agreement)
12.	Total sale consideration	Rs. 22,50,000/- (BBA at page 20 of complaint)
13.	Paid up amount	Rs. 23,19,525/- (BBA at page 20 of complaint)
14.	E-mail sent by respondent to complainant confirming that project is ready and available for leasing	29.02.2016 (As pleaded by respondent at page 15 of reply) (Document not placed on record)
15.	Letter of completion of construction sent by respondent to complainant	26.03.2018 (Page 63 of reply)
16.	Assured returns paid by respondent to complainant till October, 2018	Rs.23,89,274/- (As pleaded by respondent at page 9 of reply)
17.	E-mails sent by respondent to complainant regarding stoppage of assured returns	31.10.2018, 30.11.2018, 28.12.2018 (Page 51, 52 and 55 of reply respectively)
18.	E-mail sent by respondent to complainant regarding reconciliation of accounts of the complainant	14.06.2019 (Page 12 of written submissions filed by respondent)
19.	Legal notice sent by complainant to respondent for payment of pending assured returns	28.08.2019 (Page 41 of complaint)
20.	Occupation certificate/Completion certificate	Not obtained

The complainant herein is seeking the following relief(s):



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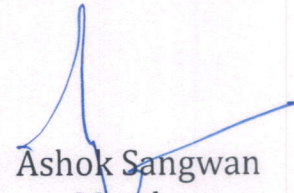
1. Direct the respondent to handover actual, physical, vacant possession of the commercial unit bearing no. 305D (formerly 545B), completed in all respects along with the grant of OC/CC.
2. Direct the respondent to execute the sale deed of the above-mentioned unit in favor of the complainant.
3. Direct the respondent to pay the delay penalty charges with interest as per the RERA Act, from the due date of possession.
4. Direct the respondent to make payment on account of assured returns calculated @ Rs.65/- per sq. ft. per month on 500 sq. ft. i.e., Rs.32,500/- per month w.e.f. 01.10.2018 till date (73 months) along with interest @ 18% on delay and further issue directions to the respondent to keep paying assured returns in terms of clause 12 of buyers agreement till completion of the project/receipt of OC and handing over of possession.
5. Direct the respondent to make payment on account of assured returns calculated @ Rs.65/- per sq. ft. per month on 500 sq. ft. i.e., Rs.32,500/- per month for a further period of three years (as per clause 12 of BBA) from completion of the project/receipt of OC along with interest @ 18% on delay, the exception being leasing it out only with the written consent of the complainants to the terms and conditions of lease transaction with the proposed lessee.
6. Allocate car parking space to the complainant at the rate at which was prevalent at the time of execution of buyer's agreement i.e., on 23.08.2012.

Arguments heard.

Order reserved.

Parties may file brief written submissions within a period of 2 weeks with an advance copy to each other.

Matter to come up on 09.07.2025 for pronouncement of order.


Ashok Sangwan
Member
23.04.2025