

PROCEEDINGS OF THE DAY		52
Day and Date	Tuesday and 22.07.2025	
Complaint No.	CR/4972/2023 Case titled as Prabhsajan Singh Sandhu and Bobbin VS Vatika Limited & Trishul Industries	
Complainant	Prabhsajan Singh Sandhu and Bobbin	
Represented through	Shri Udit Kumar Rao Advocate	
Respondent	Vatika Limited & Trishul Industries	
Respondent Represented	Ms. Sapna Yadav proxy counsel	
Last date of hearing	15.04.2025	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 15.11.2023 and reply on behalf of the respondent was received on 21.02.2024.

Succinct facts of the case are as under:

Sr. No.	Particulars	Details
1.	Name of the project	"India Next City Centre", Sector-83, Gurugram
2.	Allotment letter w.r.t old unit	05.06.2012 [pg. 53 of complaint]
3.	New unit allotted vide letter dated 25.04.2013	Unit no. 510, 5 th floor, Block E admeasuring 750 sq. ft. (Page 54 of complaint)
4.	Date of execution of buyer's agreement (Old Unit)	04.05.2012 (Page 24 of complaint)
5.	Letter for re-allocation of unit	25.04.2013 Allotment of New Unit (unilaterally as objected by the complainant vide letter dated 23.05.2013 on pg. 55 of complaint) (Page 54 of complaint)
6.	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

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

		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. The Buyer hereby gives full authority and powers to the Developer to put the said Commercial Unit in combination with other adjoining commercial units of other owners, on lease, for and on behalf of the Buyer, as and when the said Building/ said Commercial Unit is ready and fit for occupation. The Buyer has clearly understood the general risks involved in giving any premises on lease to third parties and has undertaken to bear the said risks exclusively without any liability whatsoever on the part of the Developer or the Confirming Party. 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 38 of complaint)
7.	Possession clause	Clause 10 - Force Majeure ".....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) (BBA at page 37 of complaint)
8.	Due date of possession	04.05.2016 (Calculated to be 48 months from the date of execution of builder buyer agreement)
9.	Total sale consideration	Rs. 36,56,250/- (BBA at page 26 of complaint)
10.	Paid up amount	Rs. 36,56,250/- (BBA at page 26 of complaint)
11.	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 10 of reply) (Document not placed on record)
12.	Assured returns paid by respondent to complainant till September, 2018	Rs.36,98,422/- (page 35-40 of reply)



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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13.	E-mails sent by respondent to complainant regarding stoppage of assured returns	31.10.2018, 30.11.2018, 28.12.2018
14.	E-mail sent by respondent to complainant regarding reconciliation of accounts of the complainant	14.06.2019
15.	Occupation certificate/Completion certificate	Not obtained

Arguments heard.

The respondent is directed to pay assured return to the complainant in terms of clause 12 of the Builder Buyer Agreement dated 04.05.2012. The respondent is further directed to offer the possession to the complainant after obtaining occupation certificate from the competent authority.

Matter stands disposed of. Detailed order will follow.

Ashok Sangwan
Member


Arun Kumar
Chairman
22.07.2025