



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

PROCEEDINGS OF THE DAY		35
Day and Date	Wednesday and 04.09.2024	
Complaint No.	CR/5012/2023 Case titled as Chirag Arora and Supriya Mandan VS Vatika Limited	
Complainant	Chirag Arora and Supriya Mandan	
Represented through	Ms. Priyanka Agarwal Advocate	
Respondent	Vatika Limited	
Respondent Represented through	S/Shri Venket Rao and Gunjan Kumar Advocates	
Last date of hearing	29.05.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 02.11.2023 and reply on behalf of the respondent was received on 28.02.2024.

Succinct facts of the case are as follows:

Sr. No.	Particulars	Details
1.	Name of the project	"Xpressions by Vatika", Sector- 88A and 88B, Village Harsaru, Gurugram
2.	Nature of Project	Independent Residential Floor
3.	RERA Registered or not registered	271 of 2017 dated 09.10.2017 valid upto 08.10.2022
4.	DTCP License and validity status	94 of 2013 dated 31.10.2013 valid upto 30.10.2019 11 of 2015 dated 01.10.2015 valid upto 30.09.2020
5.	Date of allotment	01.02.2016 (Page 28 of reply)



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6.	Date of execution of builder buyer agreement	25.05.2016 (Page 20 of complaint)
7.	Unit no.	HSG-028-Sector-88B, Plot No-32, ST. H-33, Level-2 (Page 22 of complaint)
8.	Unit area	1550 sq. ft. Super area (Page 22 of complaint)
9.	Possession Clause	Clause 13. SCHEDULE FOR POSSESSION OF THE SAID RESIDENTIAL FLOOR "The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said residential floor within a period of 48 (Forty Eight) months from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in other clauses herein or due to failure of the Allottee(s) to pay in time price of the said Residential Floor along with all other charges and dues in accordance with the Schedule of Payments given in Annexure-1 or as per demands raised by the Developer from time to time or any failure on the part of the Allottee(s) to abide by any of the terms or conditions of this Agreement." (Page 31 of complaint)
10.	Due date of possession	25.11.2020 (Calculated to be 48 months from the date of execution of builder buyer agreement dated 25.05.2016 + Grace period of 6 months in as per HARERA notification no. 9/3-2020 dated 26.05.2020, for the projects having completion/due date on or after 25.03.2020)
11.	Basic Sales Price	Rs. 91,60,500/- (As per Account statement dated 09.02.2021 at page 56 of complaint)
12.	Total sale consideration	Rs. 1,10,12,987.50/- (As per Account statement dated 09.02.2021 at page 56 of complaint) or Rs.1,09,97,987/- (As per Account statement dated 12.02.2024 at page 31 of reply)
13.	Amount paid by the complainant	Rs. 39,30,437/- (As per Account statement dated 09.02.2021 at page 56 of complaint)

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 अंतर्गत गठित प्राधिकरण



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		or Rs.24,89,114/- (As per Account statement dated 12.02.2024 at page 31 of reply)
14.	Payment reminder letters sent by respondent to complainants	10.05.2022 and 30.05.2023 (Page 35 and 34 of reply, respectively)
15.	Cancellation cum refund letter	27.09.2023 (Page 37 of reply)
16.	Occupation certificate	To be ascertained

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

1. Direct the respondent to pay delay possession charges from the due date of possession till the actual handover of possession of the unit with interest at the rate prescribed by the Act.
2. Direct the respondent to handover the actual physical possession of the unit with all amenities and fixtures as per the BBA at the earliest.

The counsel for the respondent states that the unit was cancelled on account of non payment of dues on 27.09.2023 and the balance amount is yet to be refunded and statement of account to this effect was sent to the complainant on the date of cancellation.

The counsel for the complainant states that no such demand was made on the complainant and the project is inordinately delayed and the project is still far from completion.

Arguments heard.

Order reserved.

Both the counsels for the parties may submit written submissions, if they wish to do so, within a period of 15 days with an advance copy to each other.

Matter to come up on **18.09.2024** for pronouncement of order.

Ashok Sangwan
Member
04.09.2024